COLLECTIVE AGREEMENT

BETWEEN

COMPASS MINERALS CANADA CORP. Goderich, Ontario Goderich Mine

AND

UNIFOR UNION LOCAL 16-O Goderich, Ontario

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COLLECTIVE AGREEMENT

between

COMPASS MINERALS CANADA CORP, having operations at 300 North Harbour Road, Goderich, Ontario, N7A 3Y9, hereinafter referred to as the "Company"

and

UNIFOR UNION Local 16-O, located at Goderich, Ontario, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE

- 1.01 a) The Company and the Union have entered into this Agreement at Goderich, Ontario, for the purpose of recording terms and conditions of employment, resulting from collective bargaining which are to be observed by the parties hereto. It is their desire to maintain a harmonious relationship between the Company and its employees, to settle all differences in an amicable manner as herein provided, and to work together to achieve the most efficient operation of the plant and to promote the safety and health of the employees.
 - b) The rights, terms, and conditions of employment in this Agreement will not be modified in any manner unless mutually agreed upon by the parties. In addition, the Company shall not exercise any of its Company Rights in any manner that is in conflict with this Agreement.
- 1.02 There shall be no discrimination, interference, restraint, coercion, harassment, or intimidation by the Company or the Union against any hourly or salaried employee because of membership in the Union, age, race, religion, colour, sex, sexual preference, marital status, ancestry, or nationality.

1.03 The Union and the Company in a joint effort recognize mental health and substance abuse to be a serious medical and social problem that are not the fault of the individual needing help and can be successfully treated. It is in best interest of the employee, Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. It is of the utmost importance of the Union and management representatives alike to recognize and deal constructively with such problems as quickly and effectively as possible.

ARTICLE 2 SCOPE

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

- Security guards to protect the property of the Company.
- All part time and any temporary employees who have not completed the probationary period described in Clause 6.01. Such employees shall be subject to equivalent provisions to those provided by Article 5 (check-off) Article 13 (hours of work and overtime) Article 14 (rates of pay) Article 15 (mine holidays) and Article 18 (bereavement leave). It is understood that such employees shall be released before any regular employees are laid off and no new employees will be hired under this Clause if any regular employee is on layoff.
- Nothing in this agreement is intended to restrict the right of the Company to hire new employees when regular employees are on layoff but do not have the qualifications and ability to perform the work required.
- 2.03 Supervisory employees shall not do work which is customarily performed by members of the bargaining unit. This does not apply when the supervisor is engaged in any of the following:
 - Training an employee in a manner, which does not supersede or preclude established training.
 - Conducting work of a research and development nature.

- In emergencies, for the safety and health of employees or the protection of Company Property.
- 2.04 Security guards shall not do work which is customarily performed by members of the bargaining unit.
- 2.05 Except as provided in Clause 2.02 above, this Agreement shall not apply to probationary employees. It is understood and agreed that the termination of any such employee shall not constitute a difference between the parties and as such shall not be the subject matter of a grievance.
- 2.06 The following departments are recognized:
 - Mining
 - Surface Operations
 - Surface Maintenance
 - Underground Maintenance
- 2.07 With the work force available, normal maintenance, mining, hoisting, and shipping work which has been done regularly by the Company's own employees will continue to be done by such employees.

New construction, installation, warranty work, capital project work (See Note Below) as agreed to by the parties, modification of equipment, major repairs, major maintenance, and major overhaul work which has been done regularly by

the Company's own employees will continue to be done by such employees.

The Company agrees that all work will be offered to bargaining unit members unless it is capital project work (See Note Below) as agreed to by the parties. The Company is committed to providing training to its own employees to reduce the use of outside contractors.

The Company will not cause any of its own employees to suffer any loss of hours of work or pay including overtime and mine holiday work (as described in applicable procedures and guidelines), to be laid off, demoted, terminated or transferred by bringing in outside contractors. The Company will also ensure that the use of outside contractors does not hinder any existing and/or the creation of any future posted job positions by bringing in outside contractors.

To ensure bargaining unit growth is not restricted, the Company is committed to ensure the hiring of additional full time bargaining unit employees to maintain adequate personnel levels appropriate to the mine to reduce the use of outside contractors.

Under currently agreed to Overtime/Mine Holiday Procedures & Guidelines, the Company is committed to the use of its own qualified employees, including other volunteers on all departmental weekly overtime/mine holiday signup lists ahead of bringing in outside contractors.

The Company agrees to no open ended contracts and, the Company further agrees that no outside contractor employee will be utilized to the extent of being established as a permanent residential contractor.

The parties understand that contractor use is restricted to supplementing the existing work force under temporary conditions when extra work is required or the expertise is not available and all internal avenues have been exhausted. If it becomes necessary to contract out work, the Company will discuss with the Union all work that has the potential to be contracted out and alternative solutions to out-sourcing prior to the work being performed.

The Company will normally provide three (3) days written notification of the reasons for such contracting out to a designated representative of the Union prior to the work being performed. If time does not permit, the Company shall notify a Union official and follow with the written notification. In the written notification, the Company will give the name of the contractor, the approximate number of personnel involved, the approximate duration, the job to be performed, the shift schedule, and the hours of work to be performed.

An e-mail will be sent to the "contracting out" distribution list. The purpose of the notification of a contract is to ensure that the workplace parties are aware of what work is being contracted.

NOTE: With regard to "Capital Project Work"; in the event of the parties not reaching an agreement as stipulated above, the Company may proceed in contracting out such work, the Union may further pursue such matters through the grievance/arbitration process.

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

Maintenance department employees will not be permitted to perform any job duties associated with the surface operations department and the underground mining department. Maintenance department employees shall be permitted to utilize equipment in the performance of their core duties.

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

ARTICLE 3 COMPANY RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function and right of the Company to:
 - a) Operate and manage its business in all respects, including, without limitation, altering any ongoing or past practices, policies, procedures, methods and systems of production and administration and/or any benefit, except where any right to do so has been specifically restricted by the terms of this Agreement;
 - b) maintain order, discipline and efficiency;
 - c) make and alter from time to time rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with this Agreement;
 - d) schedule the production;
 - e) direct the working force, hire, promote, demote, transfer, layoff because of lack of work, recall, discipline, suspend and discharge for just cause all employees, provided that claims of discriminatory promotions, demotion, or transfer and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided;

- f) subject to Clause 3.02 below, incorporate all manner of technical and process improvements;
- g) Maintain and implement Companysponsored safety programs.
- 3.02 Technological change is defined as the introduction of new technology into the operation or the automation of an activity, which results in a significant change in the method of operating the business. It does not include such things as a change in the volume or timing of business or the routine replacement of equipment.

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

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

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

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

The Union recognizes that any current, ongoing or past practice, policy, procedure, method and system of production and administration and/ or benefit is not a representation that any such practices, procedures, polices methods and systems of production and administration and/ or benefits will continue in the future and the Company may organize its business and practices in its sole discretion.

ARTICLE 4 UNION RECOGNITION

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

- 4.02 All employees shall, as a condition of employment, become members of the Union upon completion of their probationary period, maintaining such membership in good standing for the duration of this Agreement.
- 4.03 The Company agrees to make available to the President and other Union Officials, office space equipped with a desk, chairs, telephone and filing cabinet, located on surface, for the purpose of dealing with complaints or grievances arising out of the administration of the Agreement or individual employee problems arising out of their employment with the Company. Consistent with the provisions of Clause 1.01 of the Agreement, the Union agrees to meet with the Company at a mutually agreed upon time to address matters of importance to the Company and the Union.
- 4.04 The Company will advise the Union in advance, whenever a member of the bargaining unit is requested to participate in the evaluation of new equipment or methods. No bargaining unit employee will participate in any activity or function which is reserved to the Union under Clause 4.01 or current employment legislation without the express permission of the Union.
- 4.05 The Company will provide the Union with up to one (1) hour during the employees regular scheduled working hours, at a mutually agreed time, to meet with new employees during their orientation process.

- 4.06 The Company agrees that if the Local Union President, Vice President, Treasurer, Chief Stewards (3), Recording Secretary, Sergeant at Arms, Occupational Health and Safety Certified Representative, WSIB Representative, or Shift Stewards (4) wishes to trade shifts with himself to attend the monthly Union General Meeting, they shall be accommodated.
- 4.07 Should the Company decide to sell or merge in part or in full, any part of the Compass Minerals Canada Corp. Goderich Salt Mine with any other Company or entity, the parties agree that the expressed rights contained in this Collective Agreement shall remain in full force until this Agreement expires as in Clause 22.01 and shall not be altered in any manner until the parties negotiate a new Agreement as in Clause 22.02.
- 4.08 The Union President will be accommodated full time in the union office on a paid Monday to Friday, straight days (# 2) eight (8) hour shift schedule. The parties mutually agree that the start and stop times of the Union President for the term of this Collective Agreement will be mutually agreed upon by the Company and the Union President. It is understood and agreed that any such request from the Union President to change his shift schedule start time will not be unreasonably denied.

The Union President's hourly rate of pay will be paid the top rate of Monday to Friday in Schedule "A". The Union President's granted yearly

office hours are based on the accumulation of two-thousand and eighty (2080) paid hours per calendar year.

The Union President's vacation may be taken at any time during the vacation year and, any such vacation weeks utilized will not affect or impact any other groups' vacation allotment entitlement. In addition, floaters and lieu days shall be scheduled in the same manner as vacation.

In the event of a layoff and/or recall, it is understood and agreed that the Union President will be the last employee in the bargaining unit to be laid off and the first employee in the bargaining unit to be recalled. This provision shall apply to the Vice-President in the event he is acting in the capacity as designate of the Union President.

- 4.09 If the Union President decides to designate another person to work his hours, the designate employee's Superintendent must be consulted for approval prior to establishing the designation. It is understood that such designation is subject to the efficient operation of the business and allocation of skills. It is understood and agreed that those persons who are approved as a designate for the Union President shall be paid top rate in Schedule "A" while working such hours.
- 4.10 In addition to granted time specifically identified in this Agreement, the Company will provide the Union with up to an additional two thousand and five hundred (2500) paid hours at the employee's

posted rate per calendar year for union business. These hours will be administered by the Union President upon Company approval.

A schedule agreeable to the Union and the Company will be developed and maintained regarding the assignment of the referenced hours to Union Executive Members. The schedule will assign the hours in blocks that minimize disruption to the operations and the use of such hours will always be subject to operational requirements.

4.11 The Company agrees to provide the Union with one (1) permanent reserved parking spot and one (1) temporary parking spot that can be requested as required in close proximity to the union office, as long as parking is available on-site for employees.

ARTICLE 5 CHECKOFF

- 5.01 The Company recognizes the right of the Union to levy initiation fees and dues.
- 5.02 Upon receipt of written authorization from the Union, the Company agrees to deduct from the pay of employees covered by this Agreement, initiation fees and regular bi-weekly union dues during the term of this Agreement.
- 5.03 The Company shall remit to the Union bi-weekly, the initiation fees and regular monthly dues and

yearly (as appropriate) dues deducted (including the Unifor Skilled Trades Council* Dues) together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

*Skilled Trade Dues are currently required to be deducted from Electricians, Industrial Mechanic Millwrights, Heavy Duty Mechanics and Carpenters.

ARTICLE 6 SENIORITY

- 6.01 Seniority shall be determined by an employee's length of service in the bargaining unit. A new employee shall be considered probationary, without seniority until he has accumulated sevenhundred and twenty (720) hours (inclusive of all overtime work and mine holiday work) of employment. Thereafter, his seniority shall date back to his first date of hire within the previous twelve (12) months. After two-hundred and forty (240) hours of employment, a new employee shall receive a performance review.
- 6.02 When a bargaining unit employee accepts a position outside the bargaining unit, he will cease to have seniority rights and lose all accrued seniority. In the event such an employee returns

- to the bargaining unit, he will not be entitled to return unless as a probationary employee.
- off and recall, the Company shall give preference to the senior employees, provided the senior employee has the physical capabilities and the ability to perform the job in accordance with Company standards. With respect to the issue of an employee's qualifications, where there is a difference between the provisions of this Clause and those of any other Clause or Letter of Understanding, the terms of the other Clause or Letter shall prevail.
- 6.04 a) Permanent job vacancies, including a vacancy on a new classification shall be posted in accordance with Clause 6.05 and shall be awarded to the senior applicant who, in accordance with Clause 6.05 (f), will be provided with a reasonable amount of time to complete the required classroom training. On the job instruction with a qualified employee will normally be continuous, subject to the availability of appropriate work and resources.
 - b) Thereafter, the employee shall have fifteen (15) working days of actual on the job experience to develop the methods, practices and skills required to be effective on the job and to demonstrate a level of job competency satisfactory to the Company. Where a

- classification includes multiple functions, such as the Continuous Miner Utilityman, Surface Utilityman, Services Utilityman, General Utilityman, and Processing Utilityman, each function shall be treated independently.
- During the fifteen (15) day period referred c) to in Clause 6.04 (b) above, the employee shall be regularly reviewed and shall receive a written progress report after ten (10) days. The applicable Chief Steward shall receive a copy of this report. If after fifteen (15) working days the successful applicant proves unsatisfactory, the employee shall be returned to his former position if the employee's former position has not been awarded to another employee, failing this, the employee will be transferred to his departments applicable General Utilityman Group or Surface Utilityman Group, or the Company and the Union shall agree to another appropriate course of action.
- d) Only candidates with an up to date license recognized by the Company in the appropriate trade will be considered for posted positions which require a recognized trade certificate.
- 6.05 Job vacancies, including a vacancy in a new classification as outlined below in Clause 6.05 a) will be considered permanent when the vacancy is to exceed forty-five (45) calendar days. Exceptions

to this stipulation are outlined below in Clause 6.06 and 6.07. The Company will provide a draft of all job vacancies to the Union for review prior to posting the job vacancy on the bulletin board.

a) Permanent job vacancies, including a vacancy in a new classification, which are above the Unposted Labourer Rate shall be posted without delay on a Central Notice Board for ten (10) calendar days in order to give all employees who are interested an opportunity to bid for the job.

Job vacancies in the classification of Probationary Labourer, Unposted Labourer, and Face Scaler will not be posted.

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

b) Following the ten (10) day period in Clause 6.05 (a) above, the Company will ask the applicants in order of seniority if they wish to accept or decline the posting prior to officially awarding the posting. Employees who bid on a job and have scheduled themselves to an absence from work during the selection process, shall be required to leave their job choice selection(s) with the applicable clerk prior to beginning their absence or by leaving a telephone number where they can be reached in a timely manner. Failure to

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

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

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

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

Within fourteen (14) calendar days after the posting expires, the Company must announce a successful candidate or cancel the posting. Once the Company has announced the successful candidate, the employee will be moved into the position as soon as practicable.

e) In the event of there being no applicant's after a job posting expires, the most junior employee (includes probationary & unposted Labourer employees) in the applicable

department who does not hold a job posting shall be awarded the vacant job. When it becomes necessary to award more than one (1) vacant job posting at a time due to there being no applicant's after the postings expire, the junior employees (includes probationary & unposted Labourer employees) in the applicable department who do not hold a job posting will be allowed to choose from amongst the vacant job postings in order of their seniority.

In the event of there being no applicant's after a job posting expires in an applicable department and all employees already hold a job posting in the applicable department, the vacant job posting shall be filled in accordance with Clause 6.03 above, in which case; the most junior employee(s) (includes probationary & unposted Labourer employees) across all departments will be awarded the vacant job(s) regardless of whether or not such an employee already holds a job posting.

When awarding such vacant job postings in the maintenance departments, the employee's to be considered will be those who hold an up to date license in the appropriate trade.

f) If Classroom training is required, it will normally begin within ten (10) calendar days,

- subject to the availability of the employee's successor.
- g) Whenever there is a substantial change in the duties of an existing job, the job shall be reposted unless the parties agree to a different course of action.
- h) Job vacancies will be considered temporary when the vacancy is of a duration of forty-five (45) calendar days or less. Unless otherwise stipulated, such vacancies will be filled as per Letters of Understanding #5 and #8.
- i) A job posting or position being temporarily filled by a probationary employee will be posted upon the successful completion of the employee's probationary period.
- A vacancy in a new classification, Special <u>j</u>) Assignment or a Special Project will be considered a Temporary Vacancy when the vacancy is of a duration of forty-five (45) calendar days or less. Temporary job vacancies shall be posted on a Central Notice Board for ten (10) calendar days in order to give all employees who are interested an opportunity to bid for the job. The Company shall not be required to ask the applicants if they wish to accept or decline the temporary job vacancy prior to officially awarding the vacancy. Temporary job vacancies shall be awarded in order of the applicant's seniority. Work will first be offered and subsequently

awarded to the employee's in the applicable department to which the work is normally performed.

All work falling under a special project will be paid at the top rate of Schedule "A."

The Company will meet with the Union President or designate and determine the appropriate method for filling the vacancy. The duration of the Temporary Vacancies may be extended upon mutual agreement of the Company and the Union President or designate. In such a case, the resulting vacancy will also be extended and not posted. In the absence of an agreement of either situation, the temporary vacancy will be posted in the same manner as a permanent vacancy.

- 6.06 a) The following job vacancies shall be reposted following the corresponding time limits:
 - > Trainers......after 45 days
 - Leave as per Clause 7.04.....after 45 days
 - ➤ Union Office Employeesafter 45 days
 - > WI and WSIBafter 45 days
 - ➤ Modified Work & Accommodations...after 45 days

Where it is determined in advance that the job vacancy will exceed the above noted time

- limits, the Company will re-post the position prior to the expiry of the time limits.
- b) Vacancies generated by Clause 6.06 (a) above will be filled in accordance with Letters of Understanding #5 and #8 until the time limits or conditions above are met.
- c) An employee returning to regular duty after his job has been re-posted will be given the option to exercise his seniority rights in all jobs, on all crews, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- d) If the employee is unable to exercise his seniority according to Clause 6.06 (c) above, he will be accommodated in accordance with Letters of Understanding #13 & #14.
- e) Any employee promoted, demoted or transferred because of the re-arrangement of positions shall exercise his seniority rights in the same order as stated above.
- f) An employee on WI may bid on a new posting, pending a return to work of less than the provisions stated in 6.06 a).
- 6.07 Vacancies generated by normal vacation periods as per Article 16 will not be re-posted and shall be filled as per Letters of Understanding #5 and #8.
 - Vacancies generated by the special paid retirement leave in Clause 20.02 shall be posted as per Clause

- 6.05 above after the retiree has exercised this option.
- 6.08 As a general principle, daily work assignments in the Mining Department and the Surface Operations Department will be selected in accordance with Letter of Understanding #8.
- 6.09 a) Special Assignments and Special Projects which are not typically part of a posted classification in any Department other than the Maintenance Department, will be selected on a shift by shift basis by the applicable employees in the Mining Department General Utilityman Group or the Surface Operations Department Surface Utilityman Group in accordance with Letter of Understanding #8 if the work assignment lasts four (4) days or less.
 - b) Special Assignments and Projects in the Maintenance Department that last longer than seven (7) days will be offered by seniority and qualifications.
- 6.10 An employee in the Mining Department whose job is not available on a given shift will be assigned to the General Utilityman Group and an employee in the Surface Operations Department will be assigned to the Surface Utilityman Group.
- 6.11 On a shift to shift basis, as a general principle, all daily work assignments will be distributed in a

common area at a specific time in each respective department.

- 6.12 a) In the event of a layoff, all probationary and temporary employees will be released first. Thereafter, regular employees shall be laid-off in reverse order of seniority in accordance with the applicable Clauses (6.13, 6.14, 6.17). With the agreement of both parties, an employee not affected by the layoff may be transferred to another department to minimize the effect of the layoff on other employees.
 - b) Probationary and temporary employees laid off and subsequently rehired within twelve (12) months of their layoff date will retain all their previous probationary service time.
- 6.13 a) In all cases of layoffs, posting eliminations, or shut downs lasting five (5) working days or less, the Company will assign employees to the available work based on their seniority and qualifications. Those employees remaining at work shall not exercise their seniority rights nor shall their rates of pay be altered.
 - b) For the purpose of Clause 6.13 (a) each twenty-four (24) hour day will be treated as a unique event and to the extent permitted by employment legislation, employees originally scheduled to work that day will be assigned to the available work based on

- their seniority and qualifications. A senior employee who cannot be so accommodated will have a corresponding adjustment in overtime hours worked.
- c) If there is less than four (4) weeks between commencement shutdowns of five (5) working days or less, as described in Clause 6.13 (a), then Clause 6.14 will apply to any subsequent weeks.
- 6.14 In all cases of layoffs, posting eliminations, or shut downs lasting more than five (5) working days, the employees displaced shall have the right to exercise their seniority and qualifications as follows:
 - a) The Company shall prepare a list indicating the number of employees required in each job classification on each shift.
 - b) Each employee displaced as a result of Clause 6.14 by a layoff, a posting elimination, a shut-down lasting more than five (5) working days or by another employee, will be given, in order of seniority, the option to bump the most junior employee in any classification on any shift in the department, provided the employee exercising this option has the qualifications, the physical capabilities and the ability to perform the job in accordance with Company standards. Senior employees who are unable to exercise their seniority rights in this fashion, will then be given the

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

- Senior employees who are still unable to c) exercise their seniority rights in the fashion as outlined in Clause 6.14 (b), will be offered training on a job classification held by a junior employee to reduce the likelihood of being laid off out of seniority, except as restricted in Clause 6.04 (d). The employee will be consulted before the job is selected. Any employee displaced during this process will be given the same option, except as restricted in Clause 6.04 (d). This right may be exercised immediately after the process outlined in Clause 6.14 (b) has been completed.
- 6.15 In all cases of recall, and/or the process of resuming jobs as a result of Clause 6.14, the Company will post all job vacancies available in accordance with Clause(s) 6.04 and 6.05. The job vacancies will be filled as follows:
 - a) Subject to Clause 6.05 j), employees who remain actively at work may choose to apply

- to fill any job vacancies in accordance with Clauses 6.04 and 6.05.
- b) Subject to Clause 6.05 j), employees who are not actively at work (on layoff) will be initially recalled by seniority to an unposted Labourer position during the interim of applying to fill any job vacancies in accordance with Clauses 6.04 and 6.05.
- c) When employees are recalled to deal with a short term situation other than an increase in production, the employees will be recalled by seniority to an unposted Labourer position. The work will be allocated in accordance with Letter of Understanding #8.
- d) Should a recall situation occur which cannot be practically covered by any of Clause 6.15 a, b, or c, the parties will meet to determine an appropriate procedure.
- e) In all cases of recall, it is understood and agreed that all regular employees will be recalled first, prior to any probationary or temporary employees being recalled.
- 6.16 Once the processes described in Clause(s) 6.14 and 6.15 have been completed, no bumping will be permitted until the next layoff, posting elimination, shutdown, or recall except in accordance with Clause(s) 6.06, 6.17, 6.18, 6.19 and 6.20.
- 6.17 In the case of a permanent layoff, or a permanent elimination of a posting, all employee(s) displaced

- shall have the right to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- 6.18 In all cases of a partial elimination of a job posting within a classification, the senior incumbents will be given the option to either retain their job posting or exercise their seniority rights, in all jobs, on all shifts, in all departments in accordance with Clause 6.03. Any employee displaced during this process will be given the option to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- 6.19 All employees displaced as a result of Clause(s) 3.02, 6.05 (g), or 13.02 (c) will be given the option to exercise their seniority rights in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d).
- 6.20 An employee whose equipment is down or whose job is not required for more than thirty (30) consecutive calendar days, for reasons other than those contemplated in Clause(s) 6.13 through and to Clause 6.19 inclusive, will have the option to exercise his seniority in all jobs, on all shifts, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d). All employees permanently displaced by employees exercising their seniority rights under this Clause

will also have the option to exercise their seniority in all jobs, on all shifts, in all departments, provided the employee exercising this right has the qualifications, physical capabilities and the ability to perform the job in accordance with Company standards. To decrease the likelihood of an employee being laid off out of seniority, the employee will be offered training on a job classification held by a junior employee, except as restricted in Clause 6.04 (d). The employee will be consulted before the job is selected. These rights may be exercised immediately if the Company knows the thirty (30) day time limits will be exceeded.

- 6.21 The training provided in all Clause(s) of Article 6, will be administered in the same fashion as outlined in Clause 6.04.
- 6.22 An employee shall cease to have seniority rights and his employee status with the Company shall be terminated for all purposes if he:
 - a) voluntarily leaves the Company;
 - b) is discharged for just cause;
 - c) retires from Company service;
 - d) is laid off by the Company and has not been recalled in accordance with the time limits outlined below. In such an event, an employee with five (5) or more years of continuous service and who has not previously been offered severance, shall be

entitled to a severance payment calculated in accordance with Letter of Understanding #6;

Years of Service

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

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

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

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

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

on record with the Company, unless excused for reasonable cause;

- NOTE: It is the responsibility of the employee on lay-off to notify the Company of the address where he can be reached in the event of recall.
- g) is absent for more than three (3) consecutive working days without just cause in the opinion of the Company, except in the case of illness or accident provided the Company is notified of such illness or accident during the above three (3) day period. The Company may require such illness or accident to be confirmed by a doctor's certificate. Notwithstanding the words "in the opinion of the Company" an Arbitrator may render a decision based upon the merits of the issue in dispute;
- h) he does not report for work upon the expiration of an authorized leave of absence, unless excused for reasonable cause.
- 6.23 a) Notwithstanding Clause 7.02, an employee absent due to illness or accident, shall accumulate and retain seniority rights and employee status with the Company while on Weekly Indemnity, Long Term Disability or WSIB or during the following periods of absence, whichever is greater.

Years of Service

- Less than 1 year 12 months
- 1 year or more......24 months
- 10 years or more 36 months
- 20 years or more48 months
- b) An employee shall retain seniority rights and employee status with the Company for a leave of absence for any reason other than those named in (a) for up to three (3) months, except as provided for in Clause 7.03 and 7.04.

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

- 6.24 For the purpose of this Article, any reference to departments shall mean those outlined in Clause 2.06.
- 6.25 An employee on layoff shall have no status under this Agreement, except as specifically provided herein.
- 6.26 A Seniority List shall be made up by the Company every six (6) months. One (1) copy shall be posted on the Central Notice Board and one (1) copy shall be supplied to the Union. Any disagreement on the seniority positions shall be taken up with the Company and referred to the original date of hire.

- 6.27 The Company agrees a seniority list will be included in the Collective Agreement booklets as an appendix. It will have the following note attached to the bottom of the seniority list: "This list is for quick informal reference and is not an official seniority list."
- 6.28 Due to the training and experience required to perform the positions listed below, once an employee has become fully qualified and proven satisfactory, they will be required to retain the job posting for a period of six (6), twelve (12), and eighteen (18) months. The employee's retention period will accrue forward during situations affected by Clauses 6.13, 6.14 and 6.21 of the Collective Agreement.

As follows: Continuous Miner Operator six (6) months; Hoist Operator, Diamond Driller, Shaft Personnel twelve (12) months; PDM Technician, Hoist Mechanic eighteen (18) months.

During this qualification and evaluation period, the incumbent employee in the listed positions will be ineligible to apply under this Article for any temporary vacancy, any other posted position, any special assignment or any special project without the consent of the Company.

ARTICLE 7 LEAVE OF ABSENCE

- 7.01 All leaves of absence shall be without pay, except as noted in Clauses 15.05, 18.02, 18.03, 21.03 and 21.04.
- 7.02 Employees absent due to sickness or accident or on Workers' Compensation shall be automatically considered to be on leave of absence, provided that the Company may require such sickness or accident to be confirmed by a doctor's certificate.
- 7.03 Employees of the Company, not exceeding four (4) in number, elected by the Union as representatives to District, Provincial or National functions shall, subject to production requirements be granted reasonable leave of absence to attend such functions, provided the Company received adequate notice of requested absence. The employees granted such a leave of absence shall accumulate seniority for the duration of said leave.
- 7.04 During the term of this Agreement, the Company, on application from the Union reasonably in advance, shall grant leave of absence not to exceed six (6) months, for up to three (3) employees who may be selected as a representative of the National Union, to fill an office with the District, the Ontario Federation of Labour, or the Canadian Labour Congress or to act as a certified instructor. This leave of absence may be extended an additional six (6) months by agreement of the parties. The

employee granted such a leave of absence shall accumulate seniority for the duration of said leave. The employee will not be entitled to any benefits under this Agreement except that the Group Insurance coverage will be maintained providing the employee pays the full cost.

- 7.05 The Company shall grant leave of absence to those employees required to attend any conciliation or arbitration proceedings. It is agreed that the number of such employees shall be kept to a minimum so as not to affect the efficient operation of the mine.
- 7.06 An employee may be granted up to two (2) weeks leave of absence consecutive with his vacation and if the Company grants such leave of absence, the employee shall accumulate seniority during such leave.
- 7.07 A leave of absence may be extended by the Company for justifiable reasons.
- 7.08 An employee who is unavailable for work as a result of being charged with a crime, shall not be terminated solely by reason of such absence during the first sixty (60) days of the absence.

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

ARTICLE 8 COMMITTEES

8.01 NEGOTIATING COMMITTEE

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

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

Meetings between the Company and the Negotiating Committee shall be held at times affording the least loss of time to the Company and to the members of the Committee. The members of the Committee shall be scheduled on Monday to Friday #2 Shift once negotiations have started. It is understood that payment to the members of the Committee for regular time lost in connection

with the re-negotiation of this Agreement will be paid by the Company up to conciliation.

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

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

8.02 GRIEVANCE COMMITTEE

The Company agrees that a Grievance Committee, not to exceed three (3) employees in number, selected by the Union, shall be recognized as the authorized representative of the Union to handle all grievances as outlined in Clause 9.04.

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

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

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

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

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

The Joint Union-Management Committees are as follows:

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

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

8.04 LABOUR MANAGEMENT COMMITTEE

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

8.05 JOINT HEALTH AND SAFETY COMMITTEE

The Joint Health and Safety Committee shall be composed of five (5) employees selected by the Company and five (5) employees selected by the Union.

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

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

8.06 JOINT TRAINING COMMITTEE

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

- a) A Joint Training Committee will be maintained and co-chaired by the Company's Environment Health & Safety Manager and a bargaining unit member selected by the Local Union. The parties agree that the Union may select someone other than the bargaining unit trainer in the Training Department for this position. The Committee will have training representatives as listed below to support and assist in the identification of specific areas of expertise:
 - Mining
 - Surface Operations
 - Maintenance (surface & underground)
 - Electrical
- b) The Company and the Union shall select their representatives. The employee members will represent the employees of the area of expertise from which they were selected.

- c) Each training representative will meet with the appropriate Department Superintendent quarterly to discuss training requirements and training related issues. The Superintendent will forward a report summarizing the meeting and forecasted training requirements to the Environment Health & Safety Manager. The Union and Company Co-Chairs will be copied on this report.
- d) The Co-Chairs will meet as required and upon request to review the above reports which collectively represent the training requirements for the entire site. Subsequently, the Environment Health & Safety Manager will compile the training requirements and publish a report summarizing the training completed the previous month as well as planned future training.
- e) Semi-annually the Environment Health & Safety Manager will create and publish a draft plan to meet the training needs requested by the Department Superintendents. Subsequently, the Co-Chairs, Superintendents, and training representatives will meet to review the training results of the previous quarter and discuss the planned activity for the upcoming quarter. At the conclusion of this meeting, the Environment Health & Safety Manager will finalize and implement the quarterly training plan.

ARTICLE 9 GRIEVANCE PROCEDURE

- When an employee or a group of employees has 9.01 a dispute involving the interpretation, application or an alleged violation of the Agreement, the employee(s) and the employee's supervisor(s) will discuss the dispute and attempt to resolve it. A steward may be present at the employee's request during the discussion. Failing satisfactory resolution of the dispute a grievance may be submitted electronically to the employee's supervisor by the chief steward or his designate, to step one of the grievance procedure, provided that no more than three (3) weeks has elapsed since the date of the incident giving rise to the grievance or two (2) weeks since the employee discussed it with his supervisor. The Company agrees to provide all relevant documentation in a timely manner upon request to Senior Local Union Officials.
- 9.02 A first step meeting shall be scheduled with reasonable advanced notice within two (2) weeks of the date the grievance is submitted at a mutually agreed upon time. This meeting may be attended by the employee, the employee's shift steward and the chief steward or his delegate. The Company will be represented by the appropriate General Foreman and/or his delegate and the supervisor. The Company will reply in writing within one (1) week of the first step meeting.

- 9.03 Failing a satisfactory resolution at step one, the grievance may be advanced to step two, provided the Union notifies the Company in writing within two (2) weeks of receiving the Company's first step answer.
- 9.04 A second step meeting shall be scheduled within two (2) weeks of the notification unless an extension date has been mutually agreed upon by the parties. This meeting will be attended by the grievance committee and the National Representative or his delegate. The Company shall be represented by the Mine Operations Manager or his delegate, the HR Representative, and such other Company officials as may be appropriate. Either party may request the presence of the grievor. The Company will reply in writing within one (1) week of the second step meeting.
- 9.05 Failing a satisfactory resolution at step two, the grievance may be advanced to arbitration, provided the Union notifies the Company in writing within two (2) weeks of receiving the Company's second step answer.
- 9.06 At all steps of the grievance and arbitration procedure, the grievor and the Union shall disclose to the Company a full and detailed statement of the facts, the remedy sought and the provision(s) of the Agreement relied upon. In a similar fashion, the Company shall disclose all pertinent facts upon which it relies. In the event additional

facts become available they will be revealed to the other party in a timely fashion.

- 9.07 a) A policy grievance is defined as a dispute which affects the rights of the parties to this Agreement as entities rather than the rights of an individual employee or group of employees. Policy grievances shall be initiated at step two.
 - b) To avoid the necessity of processing numerous grievances concerning the same subject or event, the Company will recognize Group Grievances, provided that each aggrieved employee's name is listed on the grievance and Clause 9.02 shall apply. One representative of the group may attend.
- 9.08 It is understood and agreed that no precedent shall be set as the result of a dispute or grievance which is settled short of arbitration unless both parties expressly agree in writing, that the settlement shall constitute a precedent. Neither party shall utilize the settlement of a dispute or grievance in an effort to maintain a practice or to initiate the same or similar practice in another location.
- 9.09 No employee or employee representative shall leave his work for any of the purposes mentioned in this Agreement without a request to and permission from his supervisor. No meeting between an employee and the Company during which an employee is entitled to and request representation will commence until the

employee's appropriate representative(s) can be made available. The Company agrees to maintain a reasonable balance between employee and management representatives. Meeting times shall normally be scheduled in a manner so as to provide adequate notice at a mutual agreed upon time.

- 9.10 A copy of any written material or notice of discipline or counselling used by the Company to correct behaviour, will be forwarded without delay to the Local Union Chief Steward.
- 9.11 The written material, discipline or counselling notices referred to in Clause 9.10 that do not involve a suspension shall be deleted from an employee's file if a period of twelve (12) months has elapsed without any new infraction resulting in further disciplinary action.
- 9.12 The record of a suspension shall be deleted from an employee's file if twenty-four (24) months has elapsed without any new infraction resulting in further disciplinary action.
- 9.13 Disciplinary suspensions will be served in a timely fashion at management's discretion. When such a suspension is five (5) days or less and is the subject of a grievance it will normally be served after the earlier of the second step answer or the date the grievance is abandoned.
- 9.14 The parties agree that the time limits in this procedure are mandatory. Furthermore, if the

Company fails to schedule or hold a meeting within the prescribed time limits, the grievance shall be automatically advanced to the next step in the procedure.

ARTICLE 10 ARBITRATION

- 10.01 When either party decides to submit a grievance to Arbitration, as per Clause 9.05, the other party shall be so advised in writing. The Company and the Union shall endeavour to agree upon a sole Arbitrator. If the Arbitrator is not chosen within a ten (10) day period, then the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator.
- 10.02 No person shall be appointed as an Arbitrator who has been involved previously in an attempt to negotiate to settle the grievance.
- 10.03 The expenses of the Arbitrator shall be borne equally by the Company and the Union. Witness fees and allowances shall be paid by the party calling the witness.
- 10.04 The proceedings and the decision of the Arbitrator shall be expedited by the Company and the Union. The decision of the Arbitrator shall be final and binding upon the parties hereto; but the Arbitrator shall not be authorized to make, nor shall he/she make any decision

or recommendation inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.

ARTICLE 11 NO STRIKES OR LOCKOUTS

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

ARTICLE 12 MAINTENANCE & PROTECTION DURING SUSPENSION OF WORK

12.01 It is agreed that, during any general suspension of work at the said mine at any time and for any cause whatsoever, the Company's property shall be protected, the skip hoist, water pumps, and other machinery necessary for the protection of the mine, shall be kept operating, and the Company's equipment shall be left in good condition by the employees. The safety

provisions of the current Occupational Health and Safety Act, and Regulations for Mines and Mining Plants shall be fully complied with by all employees prior to any cessation of work.

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

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

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

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01 a) The work week is defined as commencing at the beginning of Monday's #1 Shift and consists of seven (7) consecutive days ending at the conclusion of Sunday's #3 Shift. The regular hours of work shall be forty (40) per week which shall normally consist of five (5)

- eight (8) hour shifts in accordance with the regularly assigned shift schedules. The three (3) shift seven (7) day shift schedule shall provide an average of forty (40) hours per week over a four (4) week cycle. Employees on such a schedule are not eligible for overtime pay on the sixth (6th) regularly scheduled shift in any work week.
- b) The following shift schedules are mutually agreed upon by the Company and the Union:
 - Monday to Friday eight (8) hour straight # 2 dayshift schedule in all departments recognized in Clause 2.06.
 - Monday to Friday eight (8) hour straight # 3 afternoon shift schedule in all departments recognized in Clause 2.06.
 - Monday to Friday eight (8) hour weekly rotating (# 2 dayshift # 3 afternoon shift) schedule in all departments recognized in Clause 2.06.
 - Monday to Friday eight (8) hour weekly rotating (# 2 dayshift # 3 afternoon shift # 1 midnight shift) schedule in all departments recognized in Clause 2.06.
 - Monday through Sunday eight (8) hour three (3) shift seven (7) day continental schedule for up to a maximum of four (4) job postings in the Hoistman

- classification restricted to the Surface Operations Department as recognized in Clause 2.06.
- Existing Monday through Sunday 10.5 Hour shift schedule in all departments recognized in Clause 2.06.
- Existing Monday through Sunday 5 Crew shift schedules in all departments recognized in Clause 2.06.
- Monday through Sunday two (2) crew, 8-12 hour, seven (7) day, two (2) week rotating M & N shift schedule governed under Guideline format in all departments as recognized in Clause 2.06.
- Monday through Friday two (2) crew, 8-12 hour, five (5) day, two (2) week rotating G1 & G2 shift schedule governed under Guideline format in all departments as recognized in Clause 2.06.
- Monday through Sunday three (3) crew, 8-12 hour, seven (7) day, three (3) week rotating J1, J2, J3 shift schedule governed under Guideline format in all departments as recognized in Clause 2.06.

• Existing Monday through Sunday four (4) crew, 12 Hour shift schedule in all departments recognized in Clause 2.06.

Whenever there is to be a change to a shift schedule, the affected job classifications will be re-posted with the changed shift schedule listed on the posting. The existing incumbent(s) will be allowed to exercise their seniority rights in accordance with Article 6. In addition, it is understood and agreed that the Company will provide the Union with a minimum of two (2) weeks' notice prior to the implementation of any changes to a shift schedule, except in special emergency situations where such notice is impractical having regard for the emergency situation.

The parties agree to explore the development of alternative shift schedules during the term of the Collective Agreement.

- c) Except for the shift schedules stipulated in Clause 13.01 b) above, shift schedules that do not provide Saturday and Sunday as days of rest shall be mutually agreed upon by the parties prior to being implemented.
- d) Except for the shift schedules stipulated in Clause 13.01 b) above, any shift schedule developed in excess of eight (8) hours a day and/or forty (40) hours a week must be mutually agreed upon by the parties prior to being implemented and, any such schedule

- will also be additionally governed under Guideline format, to which Guidelines will be maintained in accordance and in unison with the Collective Agreement and the respective shift schedule Guidelines.
- e) In keeping with mutually agreed upon shift schedules between the parties, employees may voluntarily work in excess of eight (8) hours per day provided such hours do not conflict with the established requirements on hours of work and rest periods.
- f) To accommodate the twelve (12) hour shift, an employee may be required to work up to sixty (60) hours in a work week in accordance with a twelve (12) hour shift schedule. The Union consents to the Company filing an application with the Ministry of Labour to allow employees to work up to sixty (60) hours in a work week, and the Union must not revoke its consent to the excess hours during the life of this collective bargaining agreement.
- g) No employee will be requested, required, or permitted to work any shift in excess of twelve (12) hours, unless approved by the parties.
- h) No employee will be requested, required, assigned, or permitted to perform any work off-site for the Company including but not limited to; being on-call, involving pagers,

- telephones, computer devices, faxes, radio devices, or involvement in the ordering/tracking of any shipment or product unless mutually agreed upon otherwise by the parties.
- i) All lunch periods will be counted and accumulated towards an employee's weekly maximum hours of work per day and per week, except as otherwise mutually agreed upon by the parties.
- j) Prior to any shift schedule being implemented in excess of eight (8) hours per day and/ or in excess of forty (40) hours a week underground in the Mine, thorough air testing will be conducted to establish that the schedule meets the criteria of ensuring employees are not over-exposed to the TLV limits. Periodic air testing underground shall be conducted following the implementation of such schedules when situations arise to ensure employees are not over-exposed to the TLV limits.
- k) No bargaining unit employee shall be requested to perform supervisory functions unless mutually agreed upon by the parties.
- An employee who calls-into work and/or who personally attends the mine-site on stand-by in an effort of obtaining unscheduled work outside established procedures/guidelines

will not be offered nor awarded any such work.

- 13.02 a) Shift schedule start and stop times will be agreed to by the parties and will not be changed by the Company without the agreement of the Union. The Union will not withhold such agreement to change these shift schedule start and stop times to other identical patterned equivalent in length shift schedule start and stop times, if the Company has a good business reason for the change.
 - b) Shift premiums will be in accordance with Clause 14.02.
 - c) Whenever the starting time for a job classification is changed, the job classification will be re-posted with the starting times included on the posting. Furthermore, if a shift pattern is changed, the job classification will be re-posted with the starting times and pattern listed on the posting. The existing incumbent(s) will be allowed to exercise their seniority rights in accordance with Article 6.
 - d) The Company agrees to post any shift schedule start and stop time changes in conspicuous locations for view by the employees.
 - e) It is understood and agreed that an employee will not be assigned or scheduled to an early start shift time unless mutually agreed upon by the parties.

- f) The Twelve (12) hour and the four crew Eight (8) hour shift start and stop times shall be determined by the Company in consultation with the Union.
- 13.03 a) All employees working an eight (8) hour shift shall receive a fixed scheduled uninterrupted thirty (30) minute paid lunch period.

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

All employees working a twelve (12) hour shift shall receive two (2) fixed scheduled uninterrupted thirty (30) minute paid lunch periods.

In the event it is required to change an employee's fixed scheduled lunch period(s) at the employee's wicket start time, the employee shall not be entitled to be paid an additional half-hour at straight time for each re-scheduled lunch period(s).

In the event it is required to change an employee's schedule lunch period(s) after the employee's wicket start time, the employee shall be entitled to be paid an additional half-

hour at straight time for each re-scheduled lunch period(s).

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

- b) Employees will be paid an additional half-hour at straight time for each scheduled lunch periods exercised upon in Clause 13.03 (a), (c), (d), and (e).
- c) Once an employee has begun their lunch, their lunch period will remain undisturbed unless they volunteer to have their lunch period disrupted. All employees may work through their scheduled uninterrupted paid lunch period(s) when requested and will finish the remainder of their lunch period immediately following the disruption.
- d) Employees working on a stationary job may take their lunch period(s) in intervals through out their work shift at their work station.
- e) Employees working on any job other than a stationary job may work through their scheduled lunch period(s) provided they receive and take an alternate scheduled uninterrupted thirty (30) minute paid lunch period between the time frames indicated in Clause 13.03 (a).
- 13.04 a) Except as noted in Clause 13.05 all hours

worked in excess of the regularly assigned daily hours shall be considered as overtime and shall be paid for at rates of one and one-half (1½) times the employee's straight time classified rate except double the employee's straight time classified rate will be paid for the following:

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

10.5 Hour Shift Schedule:

- * For work weeks encompassing two (2) scheduled days of rest; Thursday will be considered as the second day of rest,
- * For work weeks encompassing five (5) scheduled days of rest; Tuesday, Saturday, and Sunday will be considered as second and subsequent days of rest.

5 Crew Shift Schedule:

* For work weeks encompassing five (5) scheduled days of rest; Thursday and Friday will be considered as second and subsequent days of rest.

12 Hour Shift Schedule

* The first day of rest in any given work week of Monday through Sunday will be considered as the employee's first day of rest and the second and/or any subsequent day of rest in the same given work week of Monday through Sunday will be considered as the employee's second and subsequent days of rest.

Once an employee begins being paid an overtime rate of pay and/or progresses from a lower overtime rate to a higher overtime rate, they shall continue to be so paid at the applicable overtime rate until the continuous period of overtime work is completed, regardless of what shift and/or day such work happens to continue forward on. Lunch periods or breaks not exceeding two (2) hours in duration shall not be considered as breaking a continuous period of work. Overtime shall be calculated to the nearest one-tenth (1/10) hour worked.

- b) Subject to Clause 13.01, an employee who works more than twelve (12) continuous hours shall be paid at the rate of double time for all hours worked beyond the twelve (12) hours.
- c) An employee's use of a paid floater, deferred mine holiday floater, or a paid vacation day in any given work week (Monday to Sunday)

shall not be considered a day of rest for calculating that employee's eligibility for overtime under the weekly hours of work and rest provisions of this agreement.

- 13.05 a) A shift schedule change shall be posted not later than 3 PM on Wednesday of the preceding week. In the event there is a change in an employee's days or hours of work the first regular scheduled shift worked under the changed schedule shall be paid at time and one half.
 - b) Employees who work outside of their regular scheduled shift in a work week shall be paid at the applicable overtime rate for such work even if they have failed to work their regular scheduled shifts within their work week for good and sufficient reason.
 - c) Two employees may exchange shifts by mutual consent, provided they have received prior approval from both their supervisors. An employee may exchange shifts with themselves provided they have the approval of their supervisor. Under no circumstances will overtime be paid as a result of this exchange of shifts.

Shift exchanges are not permitted, nor will they be granted, in a consistent and continual basis to effectively create personal or alternative shift schedules. Should an exchange be denied, the Company will provide the departmental chief steward, without undue delay, a reason for the denial.

- 13.06 Overtime work will first be offered on a voluntary basis in accordance with Clause 13.07. Thereafter, the overtime work will be offered on a voluntary basis to the eligible active qualified employees in the following order in accordance with the established "Voluntary Cross-Departmental Overtime" Guideline:
 - a) employees who hold designated relief positions
 - b) qualified employees in the other Operations or Maintenance Department
 - c) helpers from any other department where practical.

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

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

All overtime work will be offered on a voluntary employee basis and will be distributed as equally as possible among eligible qualified active employees within the departments outlined in Clause 2.06, in accordance with the "Overtime Distribution Procedure", Clause 13.06 and established Guidelines and Procedures. Overtime work will first be offered to eligible qualified active employees within each department with the least amount of total paid overtime roster hours at the time the overtime is made available. The remuneration for such work shall be at the wage rate normally paid for the job. It is recognized and agreed that it is not possible to ensure an equality of overtime at any given time. However, the Company will, to the best of its ability, equalize distribution on a continuing basis within each department.

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

- a) If there is time for the error to be corrected, the employee shall be added to the "Employees Required to Work List".
- b) In the event that an employee reports an overtime error on the "Employees Required to Work List" and there is time to correct the error and an overtime administrator does not correct the error, the employee(s) affected will be compensated for all lost wages including premiums.

- c) In the event of all other improper allocation of overtime issues, the affected employee(s) will be compensated in the following manner:
 - They will receive pay for half the number of hours for each overtime shift lost at one and one-half $(1^{1}/_{2})$ times the employee's applicable classified rate and;
 - The total number of paid hours of overtime lost will be removed from the employee's applicable overtime roster hours and;
 - In the event that there is no overtime work available in the four (4) week period following the lost overtime shift(s), the affected employee(s) will further be compensated for one half (1/2) the number of hours for each overtime shift lost at one and one-half (11/2) times the employees straight time classified rate.
- d) If another employee is subsequently removed from the "Employees Required to Work List", they shall be entitled to compensation equal to four (4) hours pay at their regular straight time rate.

The current "Overtime Distribution Procedure" and established Guidelines will be posted in

each department where employees sign-up for overtime.

- 13.08 The bargaining unit employees in each of the departments outlined in Clause 2.06 may establish or change the method by which overtime will be distributed, provided the method is acceptable to a minimum of seventy-five percent (75%) of those employees, the Company and the Union and it does not alter any other provision of this Agreement. When the need arises to determine a seventy-five percent (75%) consensus, an on-site vote will be conducted by the Union.
- 13.09 An employee temporarily on a transfer into another department for less than an entire work week as defined in Clause 13.01 shall not be eligible to apply for overtime work or mine holiday work on the new department's "Overtime Sign-up List". They will however, remain eligible to apply for overtime work and mine holiday work in the department to which they are normally assigned.

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

This Clause does not apply to employee's who are on a special assignment or a special project,

unless mutually agreed upon otherwise by the parties.

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

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

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

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

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

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

Employees who receive time and one half pay in accordance with Clause 13.05 a) will not be charged such hours on the overtime or mine holiday hour's roster.

Employees trapped or delayed in the Mine after the completion of their work shift will not be charged such hours on the overtime or mine holiday hour's roster.

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

- 13.11 An employee who is on a temporary assignment or not working their regular scheduled shift will only be obligated to work the maximum daily and weekly hours so specified in Clause 13.01 in the Agreement. Subject to Article 13 it is understood and agreed that such employees may voluntarily work in excess of eight (8) hours.
- 13.12 In the event an employee volunteers to work two (2) or more hours of overtime with their scheduled regular or overtime shift, or two (2) or more hours of mine holiday work with their scheduled mine holiday shift, they shall be provided meal allowance at the conclusion of the two (2) hours worked when:

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

If they volunteer to work longer, they will be provided with a one-half ($\frac{1}{2}$) hour lunch period with pay. The value of the meal allowance shall equal sixteen dollars (\$16.00). The meal allowance, and the one-half ($\frac{1}{2}$) hour lunch period with pay shall be provided each succeeding period of four (4) hours overtime.

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

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

- bottom of the shaft five (5) minutes prior to the collar up (punch-out) time for that classification.
- 13.14 Employees trapped or delayed in the Mine after the completion of their work shift will not be required to work except for emergency work required to aid in the evacuation of the employees. Employees will be paid for all hours so trapped, or delayed at the applicable overtime or mine holiday rate until such time as they reach surface plus the ten (10) minute portion of the collar to collar premium. Employees will remain or leave the Mine at the direction of the Emergency Control Group.
- 13.15 a) An employee who reports to work for their regular scheduled shift shall be guaranteed four (4) hours pay at their regular straight time classified rate unless they are notified in advance not to report by one of the following methods:
 - in person one (1) hour in advance of the shift.
 - by phone one (1) hour in advance of the shift.
 - by posting a notice on the bulletin board before the employee leaves the property on their last regular scheduled shift prior to the cancelled regular scheduled shift.

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

- b) An employee who is scheduled to report for overtime work or mine holiday work and who is subsequently personally notified not to report, will be entitled to compensation equal to four (4) hours pay at their regular straight time rate.
- c) An employee who is scheduled to report for overtime work or mine holiday work and who is subsequently personally notified to advance or to delay reporting by three (3) hours or more from the original posted start time will be entitled to compensation equal to four (4) hours pay at their regular straight time rate.
- 13.16 A call-out and emergency work is voluntary unscheduled overtime work where the employee is not so notified during their previous working period. Such work shall be offered and awarded in accordance with Clauses 13.06, 13.07, and the "Voluntary Unscheduled Overtime Call-Out Procedure".

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

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

ARTICLE 14 RATES OF PAY

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

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

All employees performing work on a special assignment or special project whether or not awarded such temporary vacancy will be entitled to all related provisions (rates of pay, premiums, etc.).

- b) The 10.5 Hour Crew Blended Rate and the 12 Hour 5 Crew Weekend Rate are calculated from the prevailing Schedule "A" base rates of pay in accordance with their applicable established formula as stipulated in Schedule "B" and, are averaged over the whole of the respective regular scheduled work shift.
- c) The rates of pay as set out in Clause 14.01 b) above, will be recalculated when there are any applicable changes to the Collective Agreement and/or the hourly base rates of pay in Schedule "A".
- 14.02 Effective April 1, 2021, the shift premium for work performed on the #3 Shift will be paid at eighty six cents (\$0.86) per hour and the shift premium for work performed on the #1 Shift will be paid at one dollar and twenty-three cents (\$1.23) per hour.

Effective April 1, 2022, the #3 Shift premium will be increased to eighty-nine cents (\$0.89) per hour and the #1 Shift premium will be increased to one dollar and twenty-seven cents (\$1.27) per hour.

Effective April 1, 2023, the #3 Shift premium will be increased to ninety-two cents (\$0.92) per hour and the #1 Shift premium will be increased to one dollar and thirty-one cents (\$1.31) per hour.

Effective April 1, 2024, the #3 Shift premium will be increased to ninety-five cents (\$0.95) per hour and the #1 Shift premium will be increased to one dollar and thirty-six cents (\$1.36) per hour.

Effective April 1, 2025, the #3 Shift premium will be increased to ninety-nine cents (\$0.99) per hour and the #1 Shift premium will be increased to one dollar and forty-one cents (\$1.41) per hour.

On April 1, 2021, shift premium for all work performed on the regular scheduled twelve (12) hour work shifts on the 5 Crew Shift Schedule will be paid at the revised blended rate of sixtynine cents (\$0.69) per hour. On April 1, 2022 the blended rate will be increased to seventyone cents (\$0.71) per hour. On April 1, 2023, the blended rate will be increased to seventy-three cents (\$0.73) per hour. On April 1, 2024, the blended rate will be increased to seventy-six cents (\$0.76) per hour. On April 1, 2025 the blended rate will be increased to seventy-nine cents (\$0.79).

Shift premium will not be paid to employees working call-outs and emergency work in

accordance with Clause 13.16 when such work is less than four (4) hours in length and not continuous with a regular scheduled or overtime shift.

The shift premium payable for overtime attached to a shift will be that of the employee's scheduled shift.

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

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

14.03 An underground premium of eighty-four cents (\$0.84) per hour shall be paid for all time worked underground and when working below the collar in a shaft.

Effective April 1, 2021, the underground premium will be increased to eighty-six cents (\$0.86) per hour.

Effective April 1, 2022, the underground premium will be increased to eighty-nine cents (\$0.89) per hour.

Effective April 1, 2023, the underground premium will be increased to ninety-two cents (\$0.92) per hour.

Effective April 1, 2024, the underground premium will be increased to ninety-five cents (\$0.95) per hour.

Effective April 1, 2025, the underground premium will be increased to ninety-nine cents (\$0.99) per hour.

14.04 a) SATURDAY & SUNDAY PREMIUMS

8 Hour Shift Schedules:

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

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

b) SATURDAY & SUNDAY PREMIUMS

10.5 Hour Shift Schedule:

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

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

c) SATURDAY & SUNDAY PREMIUMS

5 Crew Shift Schedule:

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

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

d) SATURDAY & SUNDAY PREMIUMS

12 Hour Shift Schedule:

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

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

- 14.05 The calculation of overtime or holiday rates shall not be applied to shift premium, underground premium, Saturday premium or Sunday premium.
- 14.06 An employee who is temporarily on a transfer, shall receive the rate of the new job or the rate of his regular job, whichever is higher.
- 14.07 Whenever a new job is established or there is a substantial change in the duties of an existing job, the Company will meet with the Union negotiating committee to negotiate a rate for the new or changed job. This meeting will take place at the earliest practical date. The new rate shall be based on the job classifications and rates contained in Schedule A. If necessary, the Company will establish an interim rate to be used until agreement is reached on a final rate. In the event the parties cannot reach agreement on a final rate, the matter shall be referred to arbitration in accordance with Article 10. is understood and agreed that each party shall submit its final best offer and the arbitrator shall be limited to choosing one or the other of these

offers. If the final rate is greater than the interim rate, a retroactive adjustment shall be made.

- 14.08 a) All employees working in a shaft from the top of the head frame to the bottom of the sump will be paid a shaft premium of fifty cents (\$0.50) per hour. The shaft premium of fifty cents (\$0.50) will also be paid to the entire crew engaged on the lowering of major equipment from the centre sheave wheel including slinging equipment or material from or below the skips and the entire crew engaged in mucking the sump.
 - b) Effective April 1, 2021, the shaft premium in Clause 14.08 a) above will be increased to fifty-one cents (\$0.51) per hour.

Effective April 1, 2022, the shaft premium in Clause 14.08 a) above will be increased to fifty-three cents (\$0.53) per hour.

Effective April 1, 2023, the shaft premium in clause 14.08 a) above will be increased to fifty-five cents (\$0.55) per hour.

Effective April 1, 2024, the shaft premium in clause 14.08 a) above will be increased to fifty-seven cents (\$0.57) per hour.

Effective April 1, 2025, the shaft premium in clause 14.08 a) above will be increased to fifty-nine cents (\$0.59) per hour.

c) It is understood and agreed that any employee

performing any work specified in Clause 14.08 a) above will additionally be paid no less than a minimum straight time classified Schedule "A" rate of "Shaftman" for all such hours of work performed.

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

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

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

14.10 Employees in the Maintenance Department holding an Interprovincial Certificate will receive a premium of one dollar (\$1.00) per hour. The premium shall not be paid until the appropriate Interprovincial Certificate is presented, and shall not be paid retroactively.

- 14.11 Employees operating the ship loader or the remote rail car mover will receive a premium of forty cents (\$0.40) per hour.
- 14.12 During October through March, the posted Shipper or during exceptionally heavy truck days, the employee assigned to the remote ticketing shack, will receive a premium of forty cents (\$0.40) per hour to perform dispatching duties.

ARTICLE 15 MINE HOLIDAYS

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

New Year's Day Civic Holiday

Family Day Labour Day

Good Friday Thanksgiving Day

Victoria Day Christmas Day

Canada Day Boxing Day

b) In the event that the Provincial or Federal government proclaims an additional paid

- holiday to the Employment Standards Act, such holiday will be added to this Article.
- c) All employees who have completed their probationary period shall be entitled to an additional eight (8) hours pay at Christmas at their straight time classified rate.
- d) An employee who works on Christmas Day or New Year's Day will be entitled to an additional general "floating" holiday with pay for each of these mine holiday's worked, exclusive of any floating paid holiday as set out in Clause 15.02 (b) and (c) as follows:
 - i) Posted eight (8) hour and 5 crew employee's entitled to an eight (8) hour paid floating holiday at their scheduled straight time rate.
 - ii) Posted 10.5 hour employee's entitled to a 10.5 hour paid floating holiday at their 10.5 hour blended rate of pay.
 - iii) Posted 12 hour employees entitled to a 12 hour paid floating holiday at their 12 hour scheduled straight time rate.
- e) Work requirements on a mine holiday shall be scheduled in the same manner as overtime and will be offered on a voluntary basis.
 - The work will be offered to the employees on the applicable day and shift listed within the "Overtime Requirements List".

Employees who wish to work, will express their interest by signing the correlating day or shift within the "Overtime sign Up List".

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

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

- f) Employees are to inform any Coordinator of errors on Statutory/Mine Holiday work that were posted on the "Employees Required to Work List". Concerns will be acted on as soon as possible.
 - i) If there is time for the error to be corrected, the employee's name shall be added to the applicable "Employees Required to Work List".
 - ii) In the event that an employee reports an error on the "Employees Required to Work List" and there is time to correct the error and, subsequently the error is not corrected, the employee(s) affected will be compensated for all lost wages including premiums.

- iii) In the event of all other improper allocation of Statutory/Mine Holiday work issues, the affected employee(s) will be compensated in the following manner:
 - They will receive pay for half the number of working hours lost for each holiday shift lost at one and one-half (1 ½) times the employee's applicable classified rate and;
 - The total number of working hours lost for each shift will be subtracted from the employee's applicable Statutory/Mine Holiday roster hours and;
 - The employee will be entitled to a special lieu day without pay which day shall expire one (1) year from the anniversary date of the applicable Statutory/Mine Holiday.
- iv) If another employee is subsequently removed from the "Employees Required to Work List", he shall be entitled to compensation equal to four (4) hours pay at his regular straight time rate for each shift removed from.
- 15.02 a) An employee shall be entitled to holiday pay for the above holidays when on a Company approved leave of absence, pregnancy

leave, parental leave, emergency leave, bereavement leave, special paid retirement leave, off-site training and/or company initiative, disciplinary suspensions, layoff, and when on a lawful strike, as set out in Clause 15.01 (a) as follows:

- i) Posted eight (8) hour employee's entitled to eight (8) hours holiday pay at their scheduled straight time rate.
- ii) Posted 10.5 hour employee's entitled to 10.5 hours holiday pay at their 10.5 hour blended rate of pay.
- iii) Posted 5 crew employee's who are regularly scheduled to their eight (8) hour work shifts entitled to eight (8) hours holiday pay at their scheduled straight time rate, and;
- iv) Posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday work shifts and a holiday occurs on either of these days, the employee will be entitled to:
 - twelve (12) hours holiday pay at his classified weekend rate for each holiday the employee works.
 - be paid his applicable Saturday and/or Sunday classified weekend rate and premium equivalent to

his regular scheduled earnings for each holiday the employee does not work.

v) Posted 12 hour employees entitled to twelve (12) hours holiday pay at their scheduled straight time rate.

An employee shall not be entitled to be so paid:

- If he does not work on a holiday when he has been scheduled to do so; however, an employee shall be paid for such holiday if he has a legitimate reason for being absent from work on the holiday and notifies the Company prior to the start of his shift on such holiday, or prior to the holiday has received the approval of his supervisor for such absence.
- If he is absent without leave on his regularly scheduled working day immediately preceding or his regularly scheduled working day immediately succeeding a holiday, unless he works on the holiday. Entitlement to holiday pay during absences as stipulated in Clause 15.02 (a) above may require the payment of such pay to be deferred to ensure an employee is not absent without leave under this section.

b) An employee who works on Shifts #1, #2, or #3, on any of the holidays as set out in Clause 15.01 (a), shall be paid holiday premium pay for all such hours worked at two (2) times the applicable straight time rate for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on, exclusive of such holiday pay to which he may be entitled as set out in Clause 15.02 (a) above, and;

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

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

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

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

- 15.03 a) Employees who are regularly scheduled to work the # 3 Shift or Afternoon Shift immediately preceding Christmas or New Year's Day or both shall not be required to report for work and shall be paid as follows:
 - i) Posted eight (8) hour employee's entitled to eight (8) hours pay at their scheduled straight time rate.
 - ii) Posted 10.5 hour employee's entitled to 10.5 hours pay at their 10.5 hour blended rate of pay.
 - iii) Posted 5 crew employee's who are regularly scheduled to their eight (8) hour # 3 Shift entitled to eight (8) hours pay at their scheduled straight time rate, and;
 - iv) Posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday Afternoon work shifts entitled to be paid his applicable Saturday and/or Sunday classified weekend rate and premium equivalent to his regular scheduled earnings for these shifts.

v) Posted 12 hour employees entitled to twelve (12) hours pay at their scheduled straight time rate.

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

- b) Employees shall not be prohibited from volunteering to work overtime on these # 3 Shifts and Afternoon Shifts if the Company schedules work, and shall be paid the rate of double time for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on, at the applicable straight time rate, exclusive of such pay as set out in Clause 15.03 (a) above, and; posted 5 crew employees who are regularly scheduled to their two twelve (12) hour Saturday and Sunday Afternoon work shifts entitled to be paid the rate of double time at his classified weekend rate for all continuous hours worked regardless of what shift and/or day such work happens to continue forward on, exclusive of such pay as set out in Clause 15.03 (a) above.
- c) Regularly scheduled eight (8) hour employees and 5 crew employees who are regularly scheduled to work these # 3 Shifts or Afternoon Shifts immediately preceding Christmas or New Year's Day or both who are on vacation or a scheduled day of rest as

deemed in Clause 15.03 (a) shall be paid at their scheduled wage rate at straight time for eight (8) hours and, regularly scheduled 10.5 hour employee's entitled to 10.5 hours pay at their 10.5 hour blended rate of pay.

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

With the exception of scheduling single general floating holidays and/or single deferred mine holiday floaters to cover an absence from all regular scheduled work shifts in any given work week of Monday through Sunday, employees may schedule one or more general "floating" holidays, deferred mine holiday floaters, and lieu days on reasonable notice (normally a minimum of five (5) calendar days) on a day(s) of the employee's choice, regardless of as to whether or not a single floater pay equals the employees regular scheduled hours and pay for such day and, up to the applicable number of single floaters to equal the employees regular scheduled hours and pay for such day to in effect not be construed as the selling off of paid floating holidays, provided the total number of employees absent for vacation and holiday in the employee's work group does not exceed the vacation allotment for that work group plus one (1).

The booking of general floating holidays, deferred mine holiday floaters, and lieu days will not be granted and approved in a manner of circumventing another employee from booking a full week of vacation per the vacation allotments of an employee's particular work group.

Single general floating holidays and/or single deferred mine holiday floaters may be utilized to cover an employee's absence from all regular scheduled work shifts in any given work week of Monday through Sunday. Employees utilizing general or deferred floating holidays or, a combination of general and/or deferred floating holidays and/or single vacation days to cover their absence from all regular scheduled work shifts in any given work week of Monday through Sunday will be prohibited from working overtime during such work week and will otherwise be considered to be scheduled off work on a paid leave for the entire work week of Monday through Sunday.

Employees scheduling such general or deferred floating holidays or, a combination of general and/or deferred floating holidays and/or single vacation days to cover their absence from all regular scheduled work shifts in any given work week of Monday through Sunday on both of their two (2) regular scheduled twelve (12) hour Saturday & Sunday work shifts who are being paid the "Weekend Rate 5 Crew" in Schedule "A" of the CBA, will be required to utilize two (2) such days on Saturday and three (3) such days on Sunday. An employee is permitted to utilize one (1) twelve (12) hour floater to cover absence on his regular scheduled

twelve (12) hour Saturday work shift and two (2) twelve hour floaters to cover absence on his regular scheduled twelve (12) hour Sunday work shift.

It is understood and agreed that the scheduling of one (1) lieu day shall cover an employee's absence on any particular regular scheduled work shift in any given work week of Monday through Sunday.

An employee shall not be entitled to the two (2) yearly paid general floating holidays in accordance with Clause 15.04 (a) when on special paid retirement leave in the event of crossing over between two calendar years on the dates of December 31st and January 01st.

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

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

No employee will be entitled to more than the maximum floating holiday allowance in any calendar year, except as stipulated in Article 15.

c) Outstanding general floating holidays including the additional general floating holiday earned during New Year's Day in accordance with Clause 15.01 (d) above

that are not scheduled by an employee by November 15th of each calendar year shall be assigned by the Company. The additional general floating holiday earned during Christmas Day in accordance with Clause 15.01 (d) above will be scheduled by November 15th of the following calendar year or the Company shall assign any outstanding floating holidays.

- d) Deferred mine holiday floaters not scheduled and utilized by the first anniversary date following the applicable mine holiday will be paid out to the employee on the applicable pay period.
- e) Lieu days not scheduled and utilized by the first anniversary date following the applicable mine holiday will be considered as forfeited by the employee.
- f) An employee absent from work under Weekly Indemnity, W.S.I.B., or LTD who hold earned general floating holidays and/or deferred mine holiday floaters of which the employee is unable to schedule due to such absence shall have such floaters paid out to the employee upon the applicable expiry date of each individual floater.
- 15.05 When an employee is drawing Weekly Indemnity or W.S.I.B. and a Mine Holiday occurs during that period, he shall be paid the difference between his holiday pay entitlement as set out

in Clause 15.02 (a) and Weekly Indemnity or W.S.I.B. as long as he is receiving Weekly Indemnity or W.S.I.B..

ARTICLE 16 VACATION WITH PAY

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

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

17	5	10
25	6	12

- 16.04 a) Vacations shall be taken within a vacation year, which runs from January 1st to December 31st, at times scheduled by the Company, to cause the least disturbance to the efficient operation of the Mine. So far as practical, preference will be given to the applications for allotment of vacation time on the basis of seniority. The employees shall indicate their preference no later than September 1st of each vacation year. If an employee fails to indicate their preference by September 1st of the vacation year, the Company shall assign any outstanding vacation within such vacation year.
 - b) Employees will not be permitted to work while on vacation unless approved by the parties.
 - c) Employees will not be required to schedule vacations during a shutdown or layoff.
 - d) Notwithstanding the vacation allotment numbers per LOU # 11, a retiring employee may schedule his final year's vacation entitlement on his Retirement Notice form to be scheduled immediately preceding any entitlement to special paid retirement leave per Clause 20.02. Such vacation will be paid out in 2 week intervals consistent with the

regular established pay periods. Following the conclusion of utilizing any such vacation, the employee will then be scheduled to any such entitlement to special paid retirement leave per Clause 20.02 which too shall be paid out in 2 week intervals consistent with the regular established pay periods.

e) All regular employees with three (3) weeks of vacation shall be entitled to schedule one (1) week of vacation as single days per year and, employees with four (4) weeks or more vacation shall be entitled to schedule two (2) weeks of vacation as single days per year.

Single vacation day entitlement and payment for each single vacation day shall be as follows:

- i) Posted eight (8) hour employee's and posted 5 Crew employees entitled to five (5) single vacation days per vacation week with pay based on one-fifth of two percent (2%) of the employee's previous year's earnings.
- ii) Posted 10.5 hour employee's entitled to four (4) single vacation days per vacation week with pay based on one-fourth of two percent (2%) of the employee's previous year's earnings.
- iii) Posted 12-hour employees entitled to four (4) single vacation days per vacation

week with pay based on one-fourth of two percent (2%) of the employees previous year's earnings.

If an employee splits a week according to their schedule, and then subsequently switches schedules (12 hour to five crew, days to 12 hour, etc.), the number of days remaining in the split week will not change. For example if a person on 12 hour shifts splits a week into four days and takes one, they will retain three days even if they then move to a day or five crew schedule.

With the exception of scheduling single vacation days to cover an absence from all regular scheduled work shifts in any given work week of Monday through Sunday, employees may schedule one or more single vacation days on reasonable notice (normally a minimum of five (5) calendar days) on a day(s) of the employee's choice, regardless of as to whether or not the single vacation day pay equals the employees regular scheduled hours and pay for such day and, up to the applicable number of single vacation days to equal the employees regular scheduled hours and pay for such day to in effect not be construed as the selling off of paid vacation time, provided the total number of employees absent for vacation, floaters, and lieu days in

the employee's work group does not exceed the vacation allotment for that work group plus one (1).

The booking of single vacation days will not be granted and approved in a manner of circumventing another employee from booking a full week of vacation per the vacation allotments of an employee's particular work group.

Single vacation days may be utilized to cover an employee's absence from all regular scheduled work shifts in any given work week of Monday through Sunday. Employees utilizing single vacation days or a combination of single vacation days, general floating holidays and/or deferred mine holiday floaters to cover their absence from all regular scheduled work shifts in any given work week of Monday through Sunday will be prohibited from working overtime during such work week and will otherwise be considered to be scheduled off work on a week's vacation or on a paid leave for the entire work week of Monday through Sunday.

Employees scheduling such single vacation days or a combination of single vacation days, general floating holidays and/or deferred mine holiday floaters to cover their absence from all regular scheduled work shifts in any given work week of Monday through Sunday

on both of their two (2) regular scheduled twelve (12) hour Saturday & Sunday work shifts who are being paid the "Weekend Rate 5 Crew" in Schedule "A" of the CBA, will be required to utilize two (2) single vacation days on Saturday and three (3) single vacation days on Sunday or, will be required to utilize a combination of two (2) single paid days on Saturday and a combination of three (3) single paid days on Sunday. An employee is permitted to utilize one (1) twelve (12) hour floater to cover absence on his regular scheduled twelve (12) hour Saturday work shift and two (2) twelve hour floaters to cover absence on his regular scheduled twelve (12) hour Sunday work shift.

A regular employee may schedule additional single vacation days with the approval of the Company in exceptional circumstances and subject to operational requirements as determined by Company. Exceptional circumstances are emergencies of a personal, family or medical nature requiring urgent and personal attention. Additional single vacation days are not considered as a day of rest in calculating the weekly hours of work for eligibility in awarding overtime work.

16.05 Pay for regular vacation entitlement due on termination of employment shall be calculated in accordance with the applicable provision of

Article 16 and shall be based on the employee's earnings during the vacation year in which employment is terminated. If necessary, vacation pay shall be adjusted to avoid any duplicate payment.

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

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

16.07 Employees affected by Clause 16.06 may not be required to take their full vacation entitlement, however the employee must take the minimum time off that corresponds to the vacation pay that

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

- 16.08 An employee who is eligible for LTD, or an employee who will be absent on W.S.I.B. for a prolonged and indefinite period, will not be required to schedule vacation prior to receiving either benefit payment. In the event of there not being an adequate number of weeks remaining in the vacation year upon an employee's return to work, the employee shall be paid out his remaining vacation pay.
- 16.09 It is understood and agreed that any vacation pay being paid out to an employee while on Weekly Indemnity will not offset an employee's time period of benefit eligibility nor the employee's Weekly Indemnity benefit earnings.

ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY

17.01 It is the intention of the parties hereto that no employee shall be required to work under

conditions which are unsafe or unhealthy, therefore:

- a) The parties agree to endorse and comply with the current Occupational Health and Safety Act, together with any other applicable Health and Safety Legislation and including the respective Regulations thereto; however, the terms of Legislation and Regulations are governed by law and are not subject to the grievance and arbitration procedures of the Collective Agreement.
- b) Any references to Legislation herein expressed shall mean Legislation by and of the Government of the Province of Ontario or the Dominion of Canada as applied at present or as may be revised.
- 17.02 a) The Company recognizes its responsibility to provide a safe and healthy working environment for all persons who are affected by the provisions of the Collective Agreement.
 - b) The Company shall make all necessary and reasonable provisions for the safety and health of its employees during the hours of their employment and shall provide protective equipment and other safety devices in accordance with the foregoing legislation, its present practices and as may be deemed appropriate through consultation by the parties hereto.

- 17.03 a) The parties mutually recognize their obligation to work cooperatively in the development and maintenance of safe and healthy working conditions. Accordingly, participation in all safety programs is required.
 - b) The parties further agree to make all reasonable efforts to improve and promote safe and healthy conditions and to encourage employees to observe and comply with all Mine and Legislative Safety Regulations.
- 17.04 The functions, powers and terms of reference of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, and Regulations for Mines and Mining Plants or as additionally provided hereunder which shall minimally include:
 - a) the Committee shall make inspections once a month of the mine site.
 - b) the Committee shall be provided with all Workers' Safety and Insurance Board reports, accident and occupational illness reports, other than minor injury reports, near miss reports, incident reports, work refusal reports, and any environmental health and safety studies relating to the mining and salt industry of which the Company, the Committee or the Union are aware and deem to be relevant for the review, consideration and appropriate action by the Committee. The foregoing shall

include threshold limit values and appropriate precautions as are available from the Ontario Ministry of Labour.

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

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

- d) the Committee will be Co-Chaired by the Company and the Union.
- e) the Committee shall cause to have minutes of each meeting promptly posted and distributed to all members and the parties hereto. Any differences as to the completeness or

- accuracy of the minutes shall be included in the subsequent minutes.
- f) the Committee members shall be provided adequate prior notice of the time and place of each meeting and shall minimally be remunerated pursuant to the applicable legislation.
- 17.05 The acting designated Union certified rep. member or his designate of the Joint Health and Safety Committee shall inspect the place where an accident has occurred resulting in a fatality or an employee being critically injured. Union members of the Joint Health and Safety Committee shall investigate accidents involving fatalities and disabling injuries having potential for extended loss of time by an employee.

In addition, the acting designated Union certified rep. member or his designate of the Joint Health and Safety Committee shall be contacted within minimal delay to participate in all health & safety incidents and investigations with the intent of further ensuring that all generated incident and investigation reports are signed-off by same when completed. A copy of all such generated reports shall be electronically furnished to the Local Union President when completed.

17.06 The Company shall conduct periodic on site air sampling, noise testing, and hearing loss testing programs by qualified personnel with recognized Government approved equipment. The results of

- the testing and sampling will be made available to the Joint Health and Safety Committee.
- 17.07 The Company agrees to provide a safety education program including indoctrination and training program for new employees.
- 17.08 Joint Health and Safety Committee members who are bargaining unit employees will not act as witnesses in instances of discipline or discharge related to safety violations.
- 17.09 The Company agrees to continue to implement engineering methods for the establishment and maintenance of a healthy and safe environment.
- 17.10 Letters of Understanding regarding safe practices and procedures outlining minimum standards for safety and health at the mine site are attached hereto. It is understood that these letters may be amended or other Letters added by agreement of the parties.
- 17.11 Employees shall not be required by the Company to work underground during periods of power failure, when there is no voice communication at all between underground and surface or when all hoists are inoperative.
- 17.12 Employees will be reimbursed for the cost of replacing worn or damaged boots, up to a maximum of three hundred dollars (\$300.00) per pair. The new boots must meet the currently specified level of protection. The receipt, authorized by the employee's supervisor and the

old boots must be handed into the surface stores for disposal.

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

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

- 17.13 The Company will provide an employee who requires prescription safety glasses with a maximum of one (1) pair per year. The Company will pay fifty percent (50%) of the cost should damage necessitate a second pair within the same year.
- 17.14 The Company will provide and pay for the rental and cleaning of personal uniform services as follows:
- two (2) changes per week (5 coveralls, 5 sets of pants and shirts, or a combination thereof) for all employees.
- personal lined coveralls and insulated coats for posted employees working out of doors during the winter months.
- extra changes of coveralls shall be provided in stores.

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

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

ARTICLE 18 GENERAL

- 18.01 The Company agrees to provide a board for the posting of Union notices. Such notices shall be for the purpose of conveying information only, must be signed by a Union official and approved by the Company.
- 18.02 In the event of the death of a family member, an employee will be granted a paid leave of absence which will include being paid for any absence from: Scheduled working shifts, scheduled overtime shifts, Stat/Mine Holidays and all premiums that the employee would have earned if they had worked on or after the date of death, up to and including the date of the funeral, or three (3) days following the funeral if distant from Goderich, which shall be compensated as follows:

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

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

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

Each Bereavement leave will be treated as a unique occurrence.

Any discrepancies to entitlement of leave will be discussed with the Company HR representative and Union Executive.

18.03 JURY, WITNESS DUTY, or PUBLIC INSPECTION PANEL

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

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

18.04 LEADHANDS

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

- 18.05 All references to days in this Agreement shall mean working days, unless otherwise stipulated.
- 18.06 In all cases of interpretation or arbitration of the terms of this Agreement, the text of the original signed copies shall govern.
- 18.07 All language in the Collective Agreement is intended to be gender neutral.
- 18.08 The Company agrees to replace personal hand tools owned by employees in the Maintenance Department if the tool is lost or damaged while the employee is working on the Company's vehicles and equipment.

The Company agrees that as of April 1, 2021, all new hires in the Maintenance Department will

be provided a standard set of tools and toolbox. Employees hired prior to April 1, 2021, at their point of termination of employment from the Company, will have the option to have their tools purchased as a one-time payment of fifteen hundred dollars (\$1,500), or retain their tools.

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

18.09 The Company will pay for the renewal of any trade tickets (including MTCU Crane Operator ticket) used in the performance of the employee's work over the life of the Agreement. Any eligible ticket renewed on or after April 01, 2015 will qualify for reimbursement.

Journeymen who acquire any qualification, certification, or trade ticket while employed with the Company that are provided by or paid for by the Company are required to keep such skills updated through any applicable renewal process and, will exercise such acquired skills on the job.

18.10 The parties agree that the Collective Agreement will be comprised of one (1) consolidated document.

The parties agree to a target date for the printing/distribution of the Collective Agreement booklets to be no later than three (3) months following the date the Collective Agreement becomes ratified.

The parties agree that the Collective Agreement booklets will be printed in the dimensions of four and one quarter inches (4 1/4") in width and six and one half inches (6 1/2") in height.-

The Company will provide the Local Union with an equivalent amount of Collective Agreement booklets for distribution to Local 16-O Bargaining Unit members equal to the number of members listed on the seniority list at the time the Collective Agreement becomes ratified, plus one (100) hundred additional copies.

It is understood and agreed that the drafting and editing of the Collective Agreement booklets for print shall be a shared responsibility of both parties.

18.11 APPRENTICESHIP PROGRAM

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

18.12 All references to the term; "parties" in this Agreement shall mean the sole Bargaining Agent and the Company.

ARTICLE 19 GROUP INSURANCE

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

The Company will provide a signed up to date "Full Text" copy of all Group Benefit Plan documents to the Local Union Office and, to any eligible participating employee who requests a copy of such as outlined in the plan documents. In the event of there being a modification to any benefit in the Group Benefit Plans, a signed up to date revised "Full Text" copy of the Group Benefit Plan document will be provided to the Union with the modifications clearly outlined.

The provisions on group benefits in the Collective Agreement shall take precedence in the event of an inconsistency between the Collective Agreement and any Group Benefit Plan or Contract which applies to the insured employee and to which the Policyholder or the Company is a party.

a) ELIGIBILITY

All active, full-time employees are eligible to participate in the Group Benefit Plans. The effective date of coverage is dependant upon the individual benefit. All Group Benefits Plans are administered in accordance with the terms and conditions of the respective Plan Documents.

b) WEEKLY INDEMNITY

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

WI becomes payable upon any of the following:

- i) the first (1st) day due to non-occupational accident;
- ii) the first (1st) day due to hospitalization;
- iii) the first (1st) day due to out-patient hospital care which involves a hospital stay of at least four (4) hours;
- iv after the third (3rd) day due to illness.
- v) In the event that the period of disability resulting from the illness exceeds fourteen (14) calendar days, WI will be payable from the first day of absence.

Note: In determining WI eligibility for employees working the 5 Crew shift

schedule; regular scheduled Saturday's will be counted as two (2) days of absence and regular scheduled Sunday's will be counted as three (3) days of absence.

WI is payable for a maximum of thirty-two (32) weeks to employees who continue active employment with the Company up until an employee reaches seventy (70) years of age.

It is understood and agreed that any vacation pay and floating holidays being paid out to an employee while on Weekly Indemnity will not offset an employee's time period of Weekly Indemnity benefit eligibility nor the employee's Weekly Indemnity benefit earnings.

Employees should refer to the plan booklet for exceptions and limitations.

c) LIFE INSURANCE

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

Coverage is reduced to one and one-half (1½) times the employee's straight time classified Schedule "A" rate multiplied by two thousand and eighty (2080) and adjusted

to the nearest one hundred dollars (\$100.00) when an employee reaches sixty-five (65) years of age. Employees should refer to the plan booklet for details.

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

It is understood and agreed that there will be no Aggregate Limit per accident.

d) ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

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

It is understood and agreed that there will be no Aggregate Limit per accident.

e) RETIREE LIFE AND AD&D INSURANCE

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

To be eligible for the benefit set forth in e), an employee must have been hired on or before March 31, 2018.

After March 15, 2021, to be eligible for the benefit set forth in e), an employee must have been hired before March 31, 2018, and have fifteen (15) years of continuous service and thereafter the insurance benefit will be in the amount of \$7,500.00.

f) MAJOR MEDICAL

The Major Medical benefit is designed to complement the Provincial Health Plan. Should the Provincial Plan change to include any of the expenses currently eligible under this plan, the Compass Minerals Canada Corp. Plan will automatically adjust accordingly.

Major Medical benefits are extended to employees (and their eligible dependants) who continue active employment with the Company after age sixty-five (65) years of age.

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

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

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

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

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

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

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

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

- by the provincial hospital insurance program and under the basic hospital benefit, for a maximum of thirty-one (31) days per period of disability,
- 2) for the professional services of a physician over and above the amounts recognized by OHIP.

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

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

g) HOSPITAL COVERAGE

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

Hospital Coverage is extended to employees (and their eligible dependants) who continue active employment with the Company after age sixty-five (65) years of age.

h) LONG TERM DISABILITY

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

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

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

- ii) Qualifying Period "Qualifying Period" means thirty-two (32) consecutive and cumulative weeks of WI Benefits for the same disability.
- iii) Definition of Disability "Disability" shall mean a covered employee who has received thirty-two (32) weeks of benefits under the weekly indemnity plan and who, for an additional period of up to twenty-four (24) months, is unable, because of non-occupational disease or accidental bodily injury, to perform any and every duty of any occupation in the Mine for which he is reasonably fitted by education, training or experience and thereafter is unable to perform any and every duty of any occupation within a reasonable area for which he is reasonably fitted by education, training or experience.
- iv) Amount of Benefits All employees who are actively at work on the effective date of the plan or any amendments thereto shall be provided with LTD

benefits equal to fifty percent (50%) of regular straight time Schedule "A" hourly rate multiplied by two thousand and eighty (2080) and divided by twelve (12) up to a maximum monthly payment of four thousand two hundred and fifty (\$4,250).

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

The amount of LTD benefit shall be increased throughout the year in correlation with increases in the Consumer Price Index as outlined in the plan documents.

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

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

- v) Duration of Benefits To Be The Earlier Of:
 - 1) a benefit period equal to months of service;
 - 2) age sixty-five (65);
 - 3) date of retirement;
 - 4) three (3) months following date of death; or
 - 5) the date the employee ceases to be disabled in accordance with the definition of disability above.
- vi) Group Insurance and Pension Plan benefits while receiving LTD
 - 1) Pension Entitlement Employees on LTD will continue to receive the employer contributions as per the terms and conditions of the Pension Plan.
 - 2) Disability pension payments will only become payable as per the terms and conditions of the Pension Plan.
 - 3) Company Paid Life Insurance
 Coverage will be maintained
 on a waiver of premium basis.
 Installment life benefits will be paid
 if an employee under age sixty-five
 (65) continues to be totally disabled

and he no longer has benefit entitlement under the WI and LTD Plans.

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

i) DENTAL PLAN

The Company shall provide a dental plan with participation compulsory for all employees covered by the bargaining unit on the following basis:

i) Eligible Expenses

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

ii) Module I Basic Coverage

The plan provides employees and their eligible dependants with reimbursement of ninety percent (90%) of the cost of the following expenses: one (1) diagnostic preventive therapy check-up every six (6) months for each covered person, oral surgery, minor restorative dentistry, repairs of an existing appliance, endodontics and periodontics. Employees should refer to the plan booklet for details.

iii) Module II Major Restorative

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

iv) Module III Orthodontics

The Company will provide a Module III Dental Plan which provides employees and their eligible dependants with reimbursement of fifty percent (50%) of their cost of orthodontic treatment, vertical dimension correction, correction of temporomandibular joint dysfunction, or full mouth reconstruction, subject to a two thousand and four hundred dollar (\$2,400.00) lifetime maximum per covered dependant. Employees should refer to the plan booklet for details.

v) Administration

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

vi) Effective Date of Coverage

Eligibility for these benefits shall apply only to those employees who are actually at work on the effective date of the plan. If an employee is not actively at work on the effective date of this plan or any amendment thereof, coverage will commence upon return to full-time work. New employees become eligible for coverage after completion of the Probationary Period described in Clause 6.01.

Dental Plan benefits are extended to employees (and their eligible dependants)

who continue active employment with the Company after age sixty-five (65) years of age.

vii) Integration with other Plans

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

viii) Integration with Government Plans

The plan will not provide like benefits where such are currently being provided by Provincial or Federal legislation. If during the life of this Agreement Provincial or Federal Governments shall introduce legislation to provide benefits already covered by the plan, the plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall accrue to the Company and employees in accordance with the cost sharing in effect.

j) FAMILY EYEGLASS PLAN

The Company shall provide a family eyeglass plan. The plan will provide a maximum benefit of four hundred dollars (\$400.00) every twenty-four (24) months for employees and eligible dependants. This benefit will cover the cost of frames, lenses, fitting of prescription glasses, and contact lenses. The plan will also provide one hundred percent (100%) of the cost every twenty-four (24) months, with a maximum payment of two hundred dollars (\$200.00) towards eye examinations and digital retinal photos.

Family Eyeglass Plan is extended to employees (and their eligible dependants) who continue active employment with the Company after age sixty-five (65) years of age.

k) COST SHARING FOR PREMIUMS

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

- i) Module II, Dental Plan premiums will be fifty percent (50%) paid by participating employees.
- ii) as provided in 19.01 (m) and (n).

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

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

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

m) CONTINUATION OF BENEFITS FOR LAY-OFF

Employees who have completed the Probationary Period described in Clause 6.01 shall have Life Insurance, Accidental Death and Dismemberment, Major Medical, Semi-private hospitalization, and Dental benefits continued on the cost sharing as provided above until the first of the month following ninety (90) days of lay-off. Thereafter, the employee may maintain benefits as listed herein for up to thirty-five (35) weeks of lay-

- off by paying fifty percent (50%) of the cost of the premiums.
- n) CONTINUATION OF BENEFITS FOR EARLY RETIREES AND DEPENDANT SPOUSES.
 - i) The Company agrees to pay fifty percent (50%) of the cost of Major Medical, Hospital Coverage, Dental (Modules I & III) and Vision Care premiums for employees who retire between the ages of fifty-five (55) and sixty-four (64) and their dependant spouse and eligible dependants as described in the Compass Minerals Canada Corp. group plan until the employee turns age sixty-five (65).

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

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

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

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

iii) The Company agrees to pay fifty percent (50%) of the premiums for Major Medical, Hospital Coverage, Dental (Modules I & III) and Vision Care coverage for the surviving dependent spouse and eligible dependants of a deceased retiree.

Surviving dependants may elect to voluntarily apply for Dental Module II coverage by paying one-hundred percent (100%) of the cost of the coverage premiums. These benefits will cease if the spouse qualifies for coverage through another plan, or the earlier of sixty (60) months or until the last day of the month in which the spouse reaches the age of sixty-five (65).

iv) To be eligible for the benefits set forth in n), an employee must have been hired on or before March 31, 2018.

After March 15, 2021, to be eligible for the benefits set forth in n), an employee must have been hired before March 31, 2018, and have fifteen (15) years of continuous service.

o) CONTINUATION OF BENEFITS FOR DEATH

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

- i) twelve (12) months following the first of the month after the employee's death; or
- ii) the last day of the month during which the employee's spouse reaches age sixty-five (65).

p) SUPPLEMENTARY MEDICAL BENEFITS

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

Supplementary Medical Benefits are extended to employees (and their eligible dependants) who continue active employment with the Company after age sixty-five (65) years of age.

i) HEARING AIDS

The Company will pay up to two thousand (\$2,000.00) every forty-eight (48) months for prescribed hearing aids for employees and covered dependants. This benefit shall not apply to the cost of batteries

ii) PROSTHETIC APPLIANCES

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

iii) DURABLE MEDICAL EQUIPMENT

The Company will pay eighty percent (80%) of the cost of Durable Medical Equipment up to a limit of two thousand and five hundred dollars (\$2,500.00) per year as required by employees or their covered dependants.

iv) SMOKING CESSATION ASSISTANCE

The Company will pay up to a life time maximum of one thousand dollars (\$1,000.00) per employee for Smoking Cessation Assistance for employees or their covered dependants. Such

assistance includes prescription and over-the-counter medications, nicotine patches, hypnotherapy and acupuncture as recommended by the attending Physician.

v) ACUPUNCTURE, CHIROPRACTIC, NATUROPATHY, and MASSAGE THERAPY

The Company will pay the cost for visits to a qualified Massage Therapist (including Reflexology), Acupuncturist, Naturopath (including Homeopathy) or Chiropractor for employees and their covered dependants. The total amount of combined benefits for both this section and sections (vi)("PODIATRIST"), and (vii)("OSTEOPATH") shall be limited to one thousand five hundred dollars (\$1,500.00) per year.

vi) PODIATRIST

The Company will pay eighty percent (80%) of the cost for visits to a qualified Podiatrist for employees and their dependants. The total amount of combined benefits for both this section and sections (v)("ACUPUNCTURE, CHIPOPRACTIC, NATUROPATHY and MASSAGE THERAPY"), and (vii)("OSTEOPATH") shall be limited

to one thousand five hundred dollars (\$1,500.00) per year.

vii) OSTEOPATH

The Company will pay seventy percent (70%) of the cost for visits to a qualified Osteopath for employees and their dependants. The total amount of combined benefits for both this section and sections (v)("ACUPUNCTURE, CHIPOPRACTIC, NATUROPATHY, AND MASSAGE THERAPY"), and (vi)("PODIATRIST") shall be limited to one thousand five hundred dollars (\$1,500.00) per year.

viii) SPEECH THERAPY

The Company will pay eighty percent (80%) of the first two thousand dollars (\$2,000.00) of eligible expenses each calendar year and one hundred percent (100%) thereafter for visits to a qualified Speech Therapist for employees and covered dependants. This benefit provides unlimited coverage.

ix) PROSTATE-SPECIFIC ANTIGEN TESTING

Prostate-specific antigen (PSA) tests are covered once per year at reasonable and customary levels.

ARTICLE 20 PENSION PLAN

20.01 The Company Retirement Plan for Goderich Mine (consisting of the Registered Pension Plan and the Deferred Profit Sharing Plan) is available to employees in accordance with the terms and conditions of said Plan. The Retirement Plan forms part of this Agreement and will be administered in accordance with the terms of the Plan. The current Company contribution levels as set forth in the Retirement Plan may not be modified in any way without the written consent of the Union.

The Company will provide a signed "Full Text" copy of the Registered Pension Plan and the Deferred Profit Sharing Plan to the Local Union Office by January 31st of every year.

The Company will ensure that a retiring employee will be eligible to benefit from the Company match of voluntary contributions made to the Deferred Profit Sharing Plan in the year they retire. Any payment due shall be determined in March of the following year and shall be payable to the retired employee's RRSP.

20.02 An employee who has attained fifty-five (55) years of age and twenty (20) years of continuous service shall be entitled to a paid retirement leave immediately prior to the commencement of his

selected retirement date in accordance with the following schedule:

Age at Retirement	Weeks of Leave
55	1
56	2
57	3
58	4
59	5
60	10
61	10
62	10
63	10
64 or older	15

Payment for each week of this leave shall be calculated as forty (40) times the employee's classified rate at the time of the employee's last day worked. In the event of a wage increase occurring during this paid leave, the employee's classified rate will be increased accordingly. Payment of special paid retirement leave will be paid out in 2 week intervals consistent with the regular established pay periods.

In the event of a Mine Holiday occurring while an employee is on special paid retirement leave, the employee shall be entitled to such holiday pay in accordance with Article 15, however such pay shall be paid out at this time and not deferred. An employee shall not be entitled to the two (2) yearly paid general floating holidays in accordance with Article 15 when on special paid retirement leave in the event of crossing over between two calendar years on the dates of December 31st and January 01st.

An employee shall be entitled to Group Insurance benefits in accordance with Article 19 during the period of being on special paid retirement leave.

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

The Company agrees that any employee commencing their special paid retirement leave prior to a labour dispute shall not have their special paid retirement leave disrupted.

20.03 To be eligible for the benefits set forth in 20.02, an employee must have been hired on or before March 31, 2021.

ARTICLE 21 TRAINING

21.01 Mining & Surface Operations Training Program

1. Preamble

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

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

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

2. Purpose

The Mining and Surface Training Program is provided to ensure employees are equipped with the skills and knowledge to safely and effectively fulfill all the Mining and Surface functions including Schedule "A" Job Classifications appropriate to the Mine and Surface requirements.

3. Scope

The parties recognize that Clause 6.03 applies to training and the application with regard to training will be to meet the needs of the operation with a view to relatively equal distribution of qualifications between crews as determined by establishing an

Ideal Complement for each job. The Ideal Complement will be generally a minimum to place each crew on a level playing field. Additional training needs will be determined by the Company with a view to adequate coverage during peak vacation time.

The order of training priority shall normally be new employees, at risk employees, postings, ideal complement, refresher, and advancement. It is understood and agreed that employees holding a multi-function utilityman job classification may receive more training in advance of the said training priority.

4. <u>Determination of Trainees</u>

Subject to the order of training priority as stipulated in Item #3 above, the allocation of training opportunities will be a transparent process with training opportunities posted on the training board for seven (7) days. The determination of who gets the training will be agreed to by the departmental training representatives based on seniority of applicants, crew training becomes available on, timing of last training opportunity and diversity requirements of crew. Any disagreements on who gets the training will be addressed by the Joint Training Committee Co-chairs. Failing an agreement between the Joint Training Committee Co-chairs, the

matter shall be forwarded to the Company to make a final decision on such matters.

5. Tracking Qualifications

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

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

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

In addition, an updated JQL will be posted monthly at the wicket areas where all overtime sign-up takes place and an electronic copy be sent to all Union executive members.

21.02 Maintenance Training Program

1. Preamble:

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

2. The Maintenance Safety Awareness and Operators Program

a) Scope

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

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

b) <u>Determination of Trainees</u>

The parties recognize that Clause 6.03 applies to training and the application with regard to training will be to meet the needs of the operation. The allocation of training opportunities will be a transparent process with training opportunities posted on the board for seven (7) days. The determination of who gets the training will be agreed to by the departmental training representatives based on seniority of applicants, crew training becomes available on, timing of last training opportunity and the diversity requirements of the crew. Any disagreements on who gets the training will be addressed by the Joint Training Committee Co-chairs. Failing agreement between the Joint Training Committee Co-chairs, the matter shall

be forwarded to the Company to make a final decision on such matters.

c) Tracking Qualifications

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

3. The Maintenance Mentoring Program

The Company agrees to enter into a Maintenance Mentoring Program to qualify present and future Maintenance Department employees in additional trades appropriate to the Goderich Mine requirements and thereby provide the opportunity of Ministry of Colleges and Universities Certification.

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

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

• Industrial Electrician (Regulated)

a) Qualifications

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

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

b) Mentoring

Successful applicants will be partnered with a certified journeymen in the trade selected, whenever the opportunity on their crew becomes available, to gain the experience they do not have which will enhance his skills and ability through hands on experience with that partner coupled with related instruction at a College of Applied Arts and Technology. This enhanced training should expedite the Qualification process. A review will be undertaken every six (6) months to assess the progress of the partnership and establish the next steps to be taken.

c) Oversight

The Joint Training Committee will set up the program, solicit for journeymen to do the mentoring, screen applicants for partnering, monitor and assess the program and report to the parties.

d) Goal

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

- 21.03 a) An employee who is receiving training either for backup or as the result of a job posting, will be paid at the rate of the job on which he is being trained.
 - b) An employee who is receiving training off site shall be covered by the Collective Agreement. Any special needs shall be arranged by agreement of the parties.
 - c) The Company will reimburse participants attending out of town training and/or a company initiative as follows:
 - i) On regular scheduled days of work missed due to attending an event, or when travelling, or during situations of remaining in compliance with the

- ESA hours of rest, full wages and all applicable premiums shall be paid based on the employees regular shift schedule. The Company does not pay overtime.
- ii) When an employee participates in attending an event on his regular scheduled day of rest, he shall be paid eight (8) hours pay per day at his straight time classified rate.
- iii) When an employee travels on his regular scheduled day of rest, he shall be paid for all hours so actually travelled up to a maximum of eight (8) hours per day at his straight time classified rate to reach or return from the destination.
- iv) The Company will pay the full cost of a rental car. Where an employee has received prior approval to use their vehicle, they shall be reimbursed at the established rate of fifty-three (\$0.53) cents per kilometer traveled. Taxi services to and from the training site/event and the overnight accommodation will be reimbursed.
- v) The Company will book single room accommodation for out of town participants. Accommodation charges are limited to the room rate, room taxes and hotel parking only. Participants are responsible for any additional costs

including room service, telephone, TV, pay-per-view, et cetera. (telephone calling cards are available from the company)

- vi) The maximum meal allowance is fifty-two dollars (\$52.00) per day; composed of breakfast eleven dollars (\$11.00), lunch sixteen dollars (\$16.00) and dinner twenty-five dollars (\$25.00). Those arriving the night before the training/event and staying in the hotel will be reimbursed for dinner not to exceed twenty-five dollars (\$25.00).
- vii) All required receipts (except for a ten dollar (\$10.00) per-diem per day) must be submitted with the expense claim.

21.04 RECOGNITION OF SKILLS

The Company recognizes that employees in the Maintenance Department may acquire skills in one (1) or more trades in which the employee is not certified. Provided the trade is one of the following (Regulated) trades; Heavy Duty Equipment Mechanic, Industrial Mechanic – Millwright, or Industrial Electrician, and the employee can and will exercise these skills on the job, the Company will assist the employee in documenting his expertise for the regulating authority.

In addition, provided the employee meets the minimum requirement for hours worked in the trade, and can satisfy the appropriate college entrance criteria, the Company shall consider granting him a paid leave of absence to attend college to complete the academic requirements for the trade. The leave will not exceed four (4) months, or the duration of the course, whichever is less and on graduation, must earn the employee certified trade status.

The Company will grant this paid leave up to a maximum of two (2) employees at any one time and up to a maximum of four (4) employees per year contingent upon manning requirements.

The Company will award a graduating employee a lump sum of one thousand dollars (\$1,000.00) in lieu of personal expenses incurred.

ARTICLE 22 DURATION OF AGREEMENT

22.01 This Agreement shall become effective as of the 1st day of April, 2021 and shall remain in full force and effect until the 31st day of March, 2026 and from year to year thereafter unless either party gives notice to the other party of an intent to terminate or amend this agreement.

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

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

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

COMPASS MINERALS CANADA CORP. Goderich, Ontario Goderich Mine

Peter Baker

Wayne McConnell

Jennifer Verdam-Woodward

Aileen Pajunen

Logan Bateman

UNIFOR UNION LOCAL 16-O Goderich, Ontario

Gary Lynch

Lance Greer Jr.

Larry Gaynor

Patrick Ruston

Jeffery Thomson

Ratified this 30th day of March, 2021

SCHEDULE "A" HOURLY RATES OF PAY

	Apr 1, 2021	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
MINING DEPARTMENT					
Miner 1					
CM Operator	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Weekend Rate 5 Crew	\$51.17	\$52.73	\$54.34	\$56.28	\$58.56
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$51.48	\$52.98	\$54.52	\$56.38	\$58.57
Miner 2					
CM Utilityman	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
General Utility	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
R-C Equipment Operator	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
CHCM Ventilation	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Weekend Rate 5 Crew	\$49.66	\$51.23	\$52.84	\$54.77	\$57.06
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$50.03	\$51.53	\$53.08	\$54.93	\$57.13
Miner 3					
Maintenance Utilityman (formerly Maintenance Relief)	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Services Utilityman	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Mech. Scaler Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Processing Utilityman	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Backchecker	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Bench Blaster	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Bench Drill Pattern Marker	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48

Diamond Drill Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Face Loader Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Face Scaler	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Roof Bolter Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Small Drill Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Truck (incl. Waste Truck)	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Processing Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Processing Helper	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Utility Loader Operator	\$44.14	\$45.48	\$46.86	\$48.52	\$50.48
Weekend Rate 5 Crew	\$49.00	\$50.56	\$52.17	\$54.11	\$56.39
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$49.39	\$50.89	\$52.44	\$54.30	\$56.49
Miner 4					
Material Handling Crew	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Haulage Serviceman	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Equipment Washer	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Clean Up Crew	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Grader & WW Operator	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Ventilation Crew	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Packer/Tub/WW Operator	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Sanitation Operators	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
U/G Stores Material Handler	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Water Truck Operator	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Unposted Labourer	\$43.38	\$44.72	\$46.10	\$47.76	\$49.72
Weekend Rate 5 Crew	\$48.11	\$49.67	\$51.28	\$53.22	\$55.51
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$48.54	\$50.04	\$51.59	\$53.45	\$55.64

Miner 5

Probationary Labourer	\$41.91	\$43.25	\$44.63	\$46.29	\$48.25
Weekend Rate 5 Crew	\$46.40	\$47.96	\$49.57	\$51.51	\$53.79
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$46.90	\$48.40	\$49.94	\$51.80	\$53.99

UNDERGROUND & SURFACE MAINTENANCE DEPARTMENTS

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Journeyman Mobile Mechanic	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Journeyman Millwright	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Journeyman Electrician	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Journeyman Carpenter	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Journeyman Hoist Mechanic	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
PDM Technician	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
HVAC/Plumbing Technician	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Weekend Rate 5 Crew	\$51.17	\$52.73	\$54.34	\$56.28	\$58.56
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$51.48	\$52.98	\$54.52	\$56.38	\$58.57
Maintenance 2					
Probationary Journeyman	\$45.75	\$47.09	\$48.47	\$50.13	\$52.09
Weekend Rate 5 Crew	\$50.88	\$52.44	\$54.05	\$55.99	\$58.27
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$51.20	\$52.70	\$54.24	\$56.10	\$58.29

SURFACE OPERATIONS DEPARTMENT

Surface 1					
Hoistman	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Shaftman	\$46.00	\$47.34	\$48.72	\$50.38	\$52.34
Weekend Rate 5 Crew	\$51.17	\$52.73	\$54.34	\$56.28	\$58.56
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$51.48	\$52.98	\$54.52	\$56.38	\$58.57
Surface 2					
Surface Controller	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Surface Utilityman	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Surface Excavator Operator	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Shaft Conveyance Tender	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Surface Process Operator	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Surface Loader Operator	\$44.71	\$46.05	\$47.43	\$49.09	\$51.05
Weekend Rate 5 Crew	\$49.66	\$51.23	\$52.84	\$54.77	\$57.06
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$50.03	\$51.53	\$53.08	\$54.93	\$57.13
Surface 3					
Shipper	\$43.42	\$44.76	\$46.14	\$47.80	\$49.76
Forklift Operator	\$43.42	\$44.76	\$46.14	\$47.80	\$49.76
Basement Controller	\$43.42	\$44.76	\$46.14	\$47.80	\$49.76
Vehicle & Equip. Operator	\$43.42	\$44.76	\$46.14	\$47.80	\$49.76
Janitor	\$43.42	\$44.76	\$46.14	\$47.80	\$49.76
Weekend Rate 5 Crew	\$48.16	\$49.72	\$51.33	\$53.27	\$55.55
Monday-Saturday Blended Rate For 10.5 Hour Crew	\$48.59	\$50.09	\$51.63	\$53.49	\$55.68

SCHEDULE "B" CLASSIFIED RATE OF PAY FORMULAS

10.5 Hour Shift Schedule:

- 1. Multiply eight (8) hours by the applicable classified Schedule "A" base rate of pay per hour,
- 2. Multiply two and one-half (2½) hours by one and one-half (1½) times the applicable classified Schedule "A" base rate of pay per hour,
- 3. Add the above two totals together in items # 1 & # 2 and divide this total by 10.5 to equate the applicable 10.5 hour blended classified job rate of pay per hour.

5 Crew Shift Schedule:

- 1. Multiply twelve (12) hours by one and one-half (1½) times the applicable classified Schedule "A" base rate of pay for Saturday,
- 2. Multiply twelve (12) hours by two (2) times the applicable classified Schedule "A" base rate of pay for Sunday,
- 3. Add the above two totals together in items # 1 & # 2 and from this total subtract Saturday premium $(12 \times \$7.50 = \$90.00)$,
- 4. Divide the above remaining total in item # 3 by 36 to equate the applicable classified weekend job rate of pay per hour.

LETTERS OF UNDERSTANDING

BETWEEN

COMPASS MINERALS CANADA CORP. Goderich, Ontario Goderich Mine

AND

UNIFOR UNION LOCAL 16-O Goderich, Ontario

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

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #2 ROOF BOLTING PRACTICE

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

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

No person will be permitted beyond seventy-five feet (75')of unbolted ground at a working face until bolted in a continuous mining heading.

Note:

This letter is subject to review by the Joint Health and Safety Committee during the term of the Agreement. It is understood and agreed that no modifications will be made to the provisions of this Letter of Understanding during the term of the Agreement unless mutually agreed upon by the parties.

LETTER OF UNDERSTANDING #3 COMMUNICATIONS

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

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

Note:

This Letter is subject to review by the Joint Health and Safety Committee during the term of the Agreement. It is understood and agreed that no modifications will be made to the provisions of this Letter of Understanding during the term of the Agreement unless mutually agreed upon by the parties.

LETTER OF UNDERSTANDING #4 GROUND CONTROL – DIAMOND DRILL DEGASSING

To ensure the safety of all employees and overall mine stability during the extraction and recovery of salt from all headings in the underground mine, the Company agrees to maintain the operation of Diamond Drilling underground in the mine per the current (attached) Diamond Drill Degassing Operating Practice – OP-164.

Note:

This Letter is subject to review by the Joint Health and Safety Committee during the term of the Agreement. It is understood and agreed that no modifications will be made to the provisions of this Letter of Understanding during the term of the Agreement unless mutually agreed upon by the parties.

LETTER OF UNDERSTANDING #5 TEMPORARY VACANCY SYSTEMS

Part A: Mining - Job Preference System

- 1. Employees shall, if they wish, indicate up to three (3) job preferences of their choice, in order of priority in writing on the "Preference Form" provided. Employees may also change their job preference(s) at any time in writing on the form provided.
- 2. The form above must be submitted by 3:00 P.M. on Monday to be eligible for job vacancies that occur one (1) week from that Monday. A notice will be posted by 3:00 PM on Thursday, indicating; the employee's names, their job preferences, and any change to their schedule or start time. It is understood and agreed the employees absent on vacation who are scheduled to a different shift schedule or shift start time will be contacted prior to their return to work.
- 3. Late job preferences may be administered after 3:00 PM on Thursday by seniority on a voluntary employee basis.
- 4. Employees will be allowed by seniority to fill temporary job vacancies limited to their entire crew and to job vacancies on the miscellaneous crew to which they are qualified on, provided the employee has indicated a job preference in writing on the form provided as outlined in items 1 and 2 above.
- 5. Employees will additionally be allowed by seniority to fill temporary job vacancies on the 5 Crew Shift Schedule to which they are qualified on, by signing

- the posted "Processing 5 Crew Schedule Preference Signup Form" on the notice board. The allocation of these temporary job vacancies shall be administered in accordance with the "5 Crew Temporary Vacancy Preference System Guidelines".
- 6. Employees posted to a General Utilityman job posting shall normally be limited to filling temporary job vacancies that are regularly scheduled to a different shift schedule other than the General Utility job posting such as job vacancies on the miscellaneous crew, 5 Crew shift schedule, et cetera, unless mutually agreed upon otherwise by the parties.
- 7. An employee will normally only be eligible to preference to a temporary job vacancy, provided there is a qualified replacement available on his crew to fill his job position.
- 8. Employees will only be eligible to preference to a temporary job vacancy, provided they remain in compliance with the established on-site hours of work and rest provisions.
- 9. The senior employee's job preference(s) will be exhausted first, in order of priority before going on to the next senior employee's first choice and so on. Job preferences to the 5 Crew Shift Schedule will normally take priority over other submitted employee job preferences.
- 10. Temporary job vacancies of five (5) days or more will be filled by senior qualified employees who have indicated a job preference in writing as outlined in

- items 1, 2, and 5 above and, will be assigned on a one (1) week basis as per the applicable shift schedule.
- 11. Temporary job vacancies of five (5) days or more which are not filled through a job preference by a senior qualified applicant, will be filled weekly or daily by a qualified employee from the General Utilityman Group by seniority on a shift by shift basis.
- 12. Except during a work week encompassing a mine holiday(s), temporary job vacancies of four (4) days or less will be filled daily by qualified employees from the General Utilityman Group by seniority on a shift by shift basis.
- 13. If a job preference becomes unavailable for a full shift, the employee will fall to the General Utilityman Group for that shift. If a job preference is cancelled throughout the work week, the employee may choose to return to his posted job if it is available or remain in the General Utilityman Group for the remainder of the week. If a job preference is administered and cancelled prior to an employee beginning the job preference, the employee shall be returned to his regular job posting or position.
- 14. If a job preference is administered and cancelled throughout the work week or prior to an employee beginning the job preference, the employee shall be paid time and one half for his next subsequent shift worked if the employee's shift schedule or shift start time is altered.

Part B: Mining - Designated Surface Relief

The parties agree that the position of designated surface relief will be a non-posted position in the Underground Mining Department, utilized to relieve temporary and immediate personnel shortages occurring in the Surface Operations Department. The Company agrees to provide adequate training to the successful applicants.

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

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

The parties further agree to the following:

1. The Company agrees to post a notice on the bulletin board for allotment purposes only, for three (3) positions of designated surface relief on each of the four (4) underground 10.5 hour shift schedule mining work crews. This notice will indicate the crew on which the designated surface relief position is available on. Only employees in the Mining Department on the crew on which the designated surface relief position(s) are available are eligible to sign the notice. The Company will allot the

- designated surface relief position(s) to the senior applicant(s).
- 2. After an incumbent has held a designated surface relief position for a period of two (2) years, his designated surface relief position will be opened up for allotment purposes again.
- 3. If there is a change in the Mining Department shift schedule, the existing designated surface relief positions will be cancelled and opened up for allotment purposes again.
- 4. A designated surface relief employee's status will be limited to his own posted to crew during the regular scheduled working hours of his regular scheduled shift. Should an incumbent permanently leave his crew, his designated surface relief position will be opened up for allotment purposes again.
- 5. Scheduling of designated surface relief employees to the Surface Operations Department will take priority over the filling of other temporary vacancy systems as set out in Parts A & C of Letter of Understanding # 5.
- 6. Designated surface relief employees will be scheduled to vacancies in the Surface Operations Department on a daily shift by shift basis by seniority amongst the designated surface relief employees regardless of their early/regular scheduled shift start times, in accordance with established hours of work and rest provisions.

- 7. Designated surface relief employees will have the option of exercising or not exercising their seniority to a designated surface relief vacancy whenever there are fewer vacancies than designated surface relief employees.
- 8. Designated surface relief employees and other employees from the Mining Department who are scheduled to the Surface Operations Department will select from the jobs remaining in the Surface Operations Department Utilityman group after the Surface Operations Department employees have selected their daily job assignments in accordance with Letter of Understanding # 8.
- 9. When the utilization of all designated surface relief employees have been exhausted on a particular crew, and the Surface Operations Department still requires more personnel, the vacancy(ies) will be offered to the senior qualified employee(s) from out of the Mining Department General Utilityman Group on a daily shift by shift basis by seniority at their scheduled shift start times, in accordance with established hours of work and rest provisions.
- 10. Employees working overtime in the Mining Department will not be permitted to fill a vacancy in the Surface Operations Department from out of the Mining Department General Utilityman Group unless the vacancy has first been offered as overtime to all qualified eligible employees in the Surface Operations Department.

Part C: Mining – Maintenance Helper

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

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

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

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

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

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

Part D: Designated Shaft Grouter Relief

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

Under no circumstance will these relief positions be used for the purpose of eliminating, filling, or hindering existing or future posted positions in either the Underground Mining Department or the Surface Operations Department including the current posted job classification of "Shaftman" in Schedule "A". The Company agrees to provide adequate training to the successful applicants. The parties further agree to the following:

1. The Company agrees to post a notice on the bulletin board for allotment purposes only, for one or more position(s) of designated shaft grouter relief. Only employees in the Underground Mining Department and the Surface Operations Department are eligible to sign the notice. The Company will allot these position(s) to the senior applicant(s). After an incumbent has been trained and deemed qualified, his designated shaft grouter relief position will expire after a period of two (2) years and his position will be opened up for allotment purposes again as required. Should an incumbent become displaced from out of both the Underground Mining Department and the Surface Operations Department, his relief position will be re-filled as required as above.

- 2. Assignments to designated shaft grouter relief will have priority over the filling of vacancies as described in LOU # 5 Part A, B, and C. Incumbent's will normally be offered and scheduled daily on a shift by shift basis by seniority amongst all designated shaft grouter relief employees for work assignments of four (4) days or less in accordance with established hours of work and rest provisions. Work assignments of five (5) days or more will be offered by seniority amongst all designated shaft grouter relief employees. Incumbents will have the option of exercising or not exercising their seniority to a designated shaft grouter relief vacancy whenever there are fewer vacancies than incumbents.
- 3. When the utilization of all designated shaft grouter relief incumbent's have been exhausted and more personnel is required, the vacancy will normally be offered to the senior qualified employee(s) combined from out of both the Underground Mining Department and the Surface Operations Department on a daily shift by shift basis by seniority in accordance with established hours of work and rest provisions and, the parties reserve the right to otherwise establish a special project in accordance with CBA provisions depending on additional personnel requirements and the length of the work assignment.
- 4. All overtime requirements and any work to be performed on a Statutory/Mine Holiday will be administered in accordance with the CBA and established Guidelines and, will be allotted amongst

all eligible qualified active employees within both the Underground Mining Department and the Surface Operations Department with the least amount of total applicable roster hours, in accordance with established hours of work and rest provisions.

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

NOTE: The above temporary vacancy systems are subject to review during the term of the Collective Agreement and may be modified through mutual agreement of the parties.

LETTER OF UNDERSTANDING #6 PERMANENT LAYOFF/SEVERANCE PAY

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

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

As an alternative, senior employees in order of seniority who are not laid off, may resign their employment and collect severance pay equal to two (2) weeks pay for each year of their service up to a maximum cap of sixty (60) weeks in total.

All severance payments will be made in a lump sum.

The severed employee may transfer all/part of the severance payment into an individual and/or spousal Registered Retirement Savings Plan (RRSP) or the Registered Pension Plan (RPP) subject to the individual's available income tax RRSP deduction limit and Revenue Canada limits.

LETTER OF UNDERSTANDING #7 SPECIAL EVENTS

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

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

Surface Operations and Underground Mining Department:

- 1. Ten (10) minutes prior to the beginning of each shift the supervisor will post the following information on a bulletin board at the Surface shipping wicket area and Underground surface wicket area:
 - all requirements which cannot be met with posted incumbents *,
 - all posted positions which will not be required during the shift *.
- 2. All job assignments will take place five (5) minutes before the shift start time at the surface wicket area.
- 3. Crews will report for duty at the wicket area five (5) minutes before the shift starting time.
- 4. The supervisor will issue posted job assignments, then allocate any daily job vacancies as stipulated in Item # 1 above, and then marshall the remaining employees in the General Utilityman Group by seniority and priority in accordance with the weekly* and daily shift by shift basis, subject to the allocation of skills.
 - * All weekly temporary job vacancies in the Mining Department except for services group

job vacancies which are not filled through Letter of Understanding #5 – Part A, shall be selected and filled weekly by seniority and qualifications on the first regular scheduled day of each work week by employees who are regularly scheduled to a general utilityman job posting in the General Utilityman Group. Employees who have been allocated such weekly job vacancies shall assume their allocated weekly job start/ stop times for the remainder of the work week, and such employees shall not be entitled to short notice pay as set out in Clause 13.05 (a). It is understood and agreed that such weekly employee job allocations will not invoke a change to an employee's regular scheduled shift schedule.

- * In addition, it is understood and agreed that employees whose posted job is not available for a period of a complete work week who goes into the General Utilityman Group on the first regular schedule day of a work week, may exercise the option to fill a weekly temporary job vacancy on a voluntary employee basis in the same manner as described above.
- 5. Changes to job assignments which occur during the shift will be handled by the supervisor, strictly on the basis of need.

Continuous Mining & General Utilityman Group Allocation of Work:

- 1. The marshalling of jobs in the General Utilityman Group will take place before the marshalling of jobs in the Continuous Mining job classifications.
- 2. Employees from the General Utilityman Group who are going to work on Continuous Mining, will have the same selection of jobs as the posted Continuous Miners by seniority and qualifications.
- 3. An employee going into the General Utilityman Group who has a later shift schedule start time than the General Utilityman Group or Continuous Mining, who is at the wicket during marshalling time, will have the option to the same selection of jobs in the General Utilityman Group and Continuous Mining by seniority and qualifications.
- 4. An employee who exercises his option as set out in Item # 3 above will assume the new shift start and stop times and will not be entitled to short notice pay as set out in Clause 13.05 (a).
- 5. Employees with a later shift schedule start time than the General Utilityman Group or Continuous Mining who start work at their regular scheduled shift start time, who are going into the General Utilityman Group, shall select from the remaining jobs by seniority and qualifications.

LETTER OF UNDERSTANDING #9 HOISTMAN

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One (1) vacation week per year (up to a combined maximum total of six (6) weeks per year) of each of the posted hoistmen's total vacation entitlement may be scheduled and filled by other non-posted employees who are qualified as a hoistman to maintain their proficiency during any particular month during the year. It is understood and agreed that any such employee shall be entitled to spend a minimum of eight (8) hours on the operation of the hoist per any such month of the year.

LETTER OF UNDERSTANDING #10 RIGHT TO REFUSE

In the event the Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants dated June 1994 is amended to delete Part V (Right to Refuse or Stop Work Where Health or Safety in Danger) Chapter 0.1, Section 43, in its entirety, the Company and the Union agree that the Collective Agreement will be amended forthwith to provide all employees with the protection of the rights of the June 1994 Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants Chapter 0.1, Part V, Section 43, in its entirety.

In addition to the above, in the event the Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants dated June 1994 is amended to delete the use of Ministry Inspector (M.O.L.) In Chapter 0.1, Part V, Section 43, subsection 3 through 12 inclusive, then the Company and the Union will mutually agree to an acceptable dispute mechanism to be discussed and acted upon at that time.

It is also agreed that if Chapter 0.1, Part VI, Reprisals by Employer Prohibited, in its entirety is deleted from the Ontario Occupational Health and Safety Act and Regulations for Mines and Mining Plants, that the Company will continue to provide the equivalent protection to all employees (facility wide) as stated and written in Chapter 0.1, Part VI, Reprisals by Employer Prohibited, Section 50, in its entirety.

LETTER OF UNDERSTANDING #11 VACATION SCHEDULING

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

- 1. Vacation requests are to be made on the form provided and submitted to the employee's supervisor.
- 2. Requests for vacation should be submitted from November 1st through November 21st inclusive..
- 3. Vacation requests which are not scheduled under 2 above, may be submitted during the ten (10) days immediately following the respective closing dates.
- 4. Subject to the provisions of Clause 16.04, vacation requests under 2 or 3 above, will be scheduled on the basis of seniority. Requests submitted after November 30th shall be scheduled on the basis of first come, first served.
- 5. Where an employee cancels a scheduled vacation, that vacation time shall be offered when possible in order of seniority to employees who had expressed a preference for that week in accordance with item 2 above.
- 6. Employees earning an anniversary week of vacation in the months of October, November or December may extend taking this vacation until the end of March of the following vacation year. The booking and scheduling of this vacation will be on a first (1st) come first (1st) served basis following the

completion of items 2 and 3 above. The employees shall indicate their preference no later than February 15th

- 7. The vacation allotment ratio is based on one (1) weekly employee vacation entitlement per each six (6) employees. Vacation allotment ratio's equaling a decimal-point 5 (.5) and above will be rounded up to the next whole number.
- 8. The Union and Company agree to meet on or about October 1st of each year to set the numbers and the distribution of vacation allotments for the following vacation year. The 2021 vacation allotments listed below will be used as a guideline and the allotments will be adjusted to reflect any changes in the number of employees in each of the respective groups or restructuring within these groups. The departments outlined in Clause 2.06 will be used as a guideline. Subdivision of allotments within the departments will also be agreed upon at that time.

The 2021 minimum vacation allotments will be maintained and not increased unless mutually agreed upon by the parties:

WEEKLY ALLOTMENTS

Ground Control, Gen. Utilitymen,11 (2 per crew and 3 by class seniority)
Continuous Mining/Development, Dia.Driller, CMCH Vent
Processing:
*Miscellaneous:
Surface Maint. Department:
U/G Maint. Department:
Surface Operations Dept.:
While a reasonable effort is made to accommodate all vacation requests, vacation assignments are always subject to operational requirements.

LETTER OF UNDERSTANDING #12 INTERNAL RESPONSIBILITY SYSTEM

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

Keys to a successful IRS - all employees must:

- have a sincere wish to prevent incidents
- understand safety is an essential part of their job
- believe causes and risks can be eliminated
- avoid conflicts when trying to reduce risk
- not be fearful of reprisals when using the IRS
- understand their responsibilities under the Act
- take steps to make it effective

co-operate with others and strive to improve the process

The IRS is divided into:

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

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

LETTER OF UNDERSTANDING #13 JOINT MODIFIED WORK POLICY

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

The term "workplace parties" is defined as those participating individuals including the injured/ill person involved in the administration/assignment of Modified Work and/or Accommodations on-site at the Mine.

It is understood and agreed that all modified work being provided to bargaining unit employees who are employed at the Mine will be explicitly limited to modified work on-site at the Mine, unless otherwise mutually agreed upon by the Company and the Union.

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

intent is to maintain the health and welfare of our workforce by being actively involved by offering modified work.

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

- to accommodate the worker to his regular on-site department and shift.
- When an employee's capabilities are suitable to the effect of being physically capable of being provided modified work in his regular department but not necessarily on his regular posted to job or shift, prior to providing such an employee with sedentary work on any particular day or shift, in the case of employees in the Surface Operations Department and the Underground Mining Department, the employee shall be assigned to his respective Surface or General Utilityman Group on a daily shift by shift basis to determine if there are any jobs available to which the employee is qualified on and to which he is physically capable of performing. In the event of there being only one (1) job available, the job will not be mashalled and the employee will be accommodated into this job for the shift. In the event of there being more than one (1) job that the employee is qualified on and physically capable of performing, such jobs shall be marshalled by overall seniority within the respective Group to the extent of the last suitable remaining job not being marshalled and the employee being accommodated into such job for the shift. Such employees being offered modified work in the Underground Mining Department may be subject to the allocation of weekly job vacancies in the General Utilityman Group depending on the employee's individual physical capabilities and/or any work restrictions related to hours of work and shift schedules.

- Employees in the Maintenance Departments shall be suitably provided modified work as per current practice or as otherwise determined by the workplace parties.
- Should an employee working in the modified work program develop discomfort or pain while performing work, he shall stop work immediately and report it to his supervisor. The workplace parties will reassess the work assigned and again determine if appropriate modified work is available.
- Normally, accommodation on the modified work policy is of a temporary nature, the employee should be capable of returning to work in twelve (12) weeks or less, but the time limit may be extended to meet the employee's individual healing time. Reassessments may be required by the workplace parties.
- Employees returning with permanent restrictions may be permitted to work on light duty until a permanent solution is obtained. The workplace parties are responsible for determining whether a particular job that becomes available is suitable for the worker in accordance with Letter of Understanding #14 Accommodations in the Collective Agreement.
- A written agreement on the early return to work understanding will be issued to the employee on modified work and to his immediate supervisor. Any disputes, which cannot be resolved by the workplace parties, shall be directed to the Union

President and Mine Manager. Only after the Union President and Mine Manager have unsuccessfully resolved the issue, will the issue be forwarded in writing to WSIB.

LETTER OF UNDERSTANDING #14 ACCOMMODATIONS

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

The accommodation will be in his on-site Department or, if not possible, in another Department on-site in a job he is able to perform. Such an employee being accommodated shall not be assigned to any work in a manner of displacing another employee who holds lesser or greater seniority unless stipulated otherwise in the CBA or, as otherwise mutually agreed upon by the Company and the Union.

It is understood and agreed that all accommodations being provided to bargaining unit employees who are employed at the Mine will be explicitly limited to accommodations on-site at the Mine, unless otherwise mutually agreed upon by the Company and the Union.

Temporary: An employee unable to perform the substantial duties of his job and requiring temporary accommodation must follow the Joint Modified Work Program in accordance with Letter of Understanding #13.

Permanent: An employee being accommodated must participate in the Joint Modified Work Program. A medical practitioner must substantiate the permanent "disability". The employee may then remain on his

job or be assigned to a posted permanent job vacancy (provided such employee is determined to be the most senior employee over the other applicant's) to which the Accommodations Committee determines the employee who is being accommodated or requiring accommodation can perform without further accommodation, in which case, the Company shall not be required to ask the employee if they wish to accept or decline the permanent job posting in accordance with Clause 6.05 (b) of the CBA, unless there are other permanent posted vacancies, for which the employee is also determined to be the most senior applicant, provided the employee does not require further accommodation, then the employee may exercise seniority to select among the suitable available positions. Such an employee being assigned to a permanent job posting will not be prohibited from voluntarily applying and being awarded other posted permanent job vacancies, provided the employee does not require further accommodation.

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

An employee who is temporarily or permanently being accommodated shall be returned to his former job posting if the employee's former job posting has not been re-posted in accordance with Clause 6.06 of the CBA when cleared for such by a medical practitioner

and will otherwise be given the option to exercise his seniority rights in all jobs, on all crews, in all departments in accordance with Clause 6.03, except as restricted in Clause 6.04 (d) in accordance with 6.06 of the CBA and, in correlation to the employee's individual physical capabilities and/or any work restrictions related to hours of work and shift schedules.

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

NOTE:

In order to assist in the accommodation of such employees, an Accommodations Committee will be formed consisting of two (2) employees appointed by the local Union and two (2) persons appointed by the Company. The Committee will meet as required. The Committee will be notified of and review all temporary and permanent accommodation and placement of disabled employees and make recommendations to the Company regarding new and alternate accommodations The Committee will review each and placements. permanent accommodation yearly. The Committee may require an independent medical assessment of the employee on temporary or permanent accommodation. The Company agrees to pay for such independent medical assessment.

LETTER OF UNDERSTANDING #15 EMERGENCY LEAVE DAYS

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

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

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

In the event that the Company requests evidence that an employee is entitled to an Emergency Leave Day, the Company shall reimburse the employee for the cost of obtaining the appropriate documentation.

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

LETTER OF UNDERSTANDING #16 EMPLOYEE ASSISTANCE PROGRAM

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

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

LETTER OF UNDERSTANDING #17 DAYS OF MOURNING

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

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

LETTER OF UNDERSTANDING #18 REPLACEMENT TOOL RECEIPT AGREEMENT

Tool	Description			
Iden	tification Number			
Tool	Cost			
<u>Pick</u>	conly one of the next three opt	<u>ions:</u>		
1.	This is a Company tool and must be Company upon separation from en			
2.	I do not claim ownership of this replacement tool and will not be taxed for the tool.			
3.	I claim ownership of this replacement tool and will be taxed for the tool.			
-	n separation from the Company	•	1 2	-
keep	the relinquished tool(s) for a p	payme	ent of the	Fair
Mar	ket Value* or \$1.00, whichever i	is the	greater.	
Employee Name: P.N.				
Employee Signature: Date:				
For	Γhe Company:			

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

LETTER OF UNDERSTANDING # 19 CONTINUOUS MINING

- 1. Continuous Mining will be established as a group within the Underground Mining Department.
- 2. Continuous Mining will include the job functions of continuous mining machine operators, flexible conveyor train operation, downhole drill, low profile haulage truck, scoop, bolter, backchecker, water management, trailing cable management, clean up, and other miscellaneous/related continuous mining duties as may be determined to be necessary.

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

- 3. There will be two (2) job posting classifications within the Continuous Mining Group as follows:
 - a) Continuous Miner Operator
 - b) Continuous Miner Utilityman

4 <u>Continuous Miner Operator Job Postings:</u>

a) Once an employee has been awarded the Continuous Miner Operator posting they will be provided with a reasonable amount of time to complete the required classroom training. On the job training with a qualified Operator will be continuous subject to the availability of appropriate work and resources.

b) Continuous Miner Operators will be assigned Continuous Mining Machines and headings on a shift by shift basis by their respective Supervisor.

5. Continuous Miner Utilityman Job Postings:

a) An employee that accepts a job posting in the Continuous Miner Utilityman classification will initially be trained on a minimum of three (3) occupations with the expectation of being further trained on all occupations within the Continuous Mining Group. Employees will be required to utilize and maintain the various occupations to which they become 'Q'ualified on while posted to the Continuous Miner Utilityman classification. To ensure the Continuous Miner Utilityman maintain their qualifications, a training qualification Matrix shall be developed through mutual agreement of the parties.

6. Training:

The Joint Training Committee will make recommendations to the Company on training initiatives and priorities for the employees in the Continuous Mining Group.

7 <u>Lunch Periods:</u>

Employee's lunch and rest periods within the Continuous Mining Group will be scheduled in accordance with Clause 13.03 of the CBA so as to ensure maximum equipment utilization.

8. <u>Daily Routine Maintenance:</u>

All members of the Continuous Mining Group will be expected to perform daily routine maintenance, including changing bits, checking lubricant levels, changing cab and air filters and equipment cleaning. Additionally, all members of the Continuous Mining Group will assist skilled trade employees responsible for the maintenance and repair of all Continuous Mining equipment including the flexible conveyor train.

9. Dust Control:

The Parties agree that employee's health and safety are important, and that salt dust is a "Nuisance Dust", therefore will work collaboratively in an effort to control and come up with new ideas to help prevent such dust issues as they arise, sampling will be conducted in accordance with Article 17.06.

This Letter of Understanding is subject to review during the term of the Collective Agreement and may be modified through mutual agreement of the parties.

LETTER OF UNDERSTANDING # 20 HANDLING/STORAGE/SHIPPING OF SALT

In addition but not limited to work already being performed by bargaining unit employees associated with the handling, storage, loading, transport, and shipping of salt on-site at the Mine, it is understood and agreed that all such work will be performed by the bargaining unit employees in the event of any new salt storage space becoming available on-site at the Mine and/or the Goderich Port including any new salt storage space created by the Goderich harbor expansion project, under the control of Compass Minerals.

LETTER OF UNDERSTANDING #21 HANDS-ON TRAINERS/TESTERS

To ensure that Mining Department employees and Surface Operations Department employees have a thorough knowledge and understanding of the principles of Occupational Health and Safety and, to ensure the employees are equipped with the proper methods, practices, knowledge and skills of their occupation in order to maximize safety for themselves and fellow workers while achieving higher standards in productivity at the Mine during their employment, the Company agrees to establish and maintain as a minimum; two (2) full time bargaining unit employee hands-on trainer/tester job positions during the term of the Collective Agreement in the Underground Mining Department and one (1) full time bargaining unit employee hands-on trainer/tester job position in the Surface Operations Department.

It is understood and agreed that the two (2) Underground Mining Department full time bargaining unit employee hands-on trainer/testers will be individually assigned to the two (2) largest work groups or a combination of work groups totaling two (2) in the Underground Mining Department. These two (2) hands-on trainer/testers shall be provided training on all job classifications within their respective group to which they currently are not qualified on and, the Surface Operations Department full time bargaining unit employee hands-on trainer/tester shall be provided training on

all job classifications within the Surface Operations Department to which he is currently not qualified on.

It is understood and agreed that the hands-on trainer/tester positions will command a three (3) year retention period following an employee being selected/accepting such position.

Additionally, the Company agrees to provide Trainthe-Trainer training for Mining Training Programs to all full time bargaining unit employee hands-on trainer/testers in the event they currently do not hold such Certificate.

- 2. The Company agrees to post an "Expression Of Interest Opportunity" notice for the hands-on trainer/tester positions as outlined in Item # 1 above for fourteen (14) calendar days on a central notice board for all interested employees to sign their names.
- 3. When a specific departmental hands-on trainer/tester is being sought; the respective applicants posted to the specific department where the hands-on trainer/tester position is being sought, shall be offered 1st rights to such hands-on trainer/tester position. In the event of there being no applicant's from the specific department, applicants from the other department, other than the Maintenance Departments shall be considered.
- 4. Following the fourteen (14) calendar day period as outlined in Item # 2 above, the applicant's list shall be reviewed by the Co-Chairs of the Joint Training Committee to identify candidates acceptable to both

parties, this review may additionally require an interviewing process of such candidates. Failing an agreement between the Co-Chairs of the Joint Training Committee on the selection of acceptable candidates, the matter shall be forwarded to the parties for review. Subsequently, if an agreement is not reached, the Company shall make the final decision on this matter.

- 5. In all cases, the final list of acceptable candidates identified shall be asked in order of seniority if they wish to accept or decline a position of a full time hands-on trainer/tester.
- 6. In the event of it becoming necessary to temporarily transfer a hands-on trainer/tester from one department to another department, such hands-on trainer/tester shall be limited to the sole job functions of training and testing work while on transfer into another department to which he is not posted to, unless otherwise mutually agreed upon by the parties.
- 7. The full time bargaining unit employee hands-on trainer/testers rate of pay will be paid at the top rate of Monday to Friday in Schedule "A".
- 8. These hands-on trainer/tester positions do not preclude the use of having other qualified employees performing hands-on training to other non-qualified employees.
- 9. Additional terms and conditions related to shift schedules, start times, et cetera will be mutually agreed upon by the parties.

NOTE: This Letter of Understanding is subject to review during the term of the Collective Agreement and may be modified through mutual agreement of the parties.

LETTER OF UNDERSTANDING #22 FLEXIBLE WORK PRACTICES

- 1. The parties agree to implement Flexible Work Practices where it is safe and practical to do so.
- 2. Flexible Work Practices promotes productivity provided the plan, organization of the work, the assignment of the work, or the practice is safe.
- 3. Flexible Work Practices seeks to remove restrictions as to enable the operations to be more productive, efficient and effective.
- 4. It is based on the principle that all employees will safely utilize all their existing skills and learn new skills to improve their productivity, efficiency, and effectiveness.
- 5. Safely utilizing existing and learned skills will reduce costs and downtime, and provide a more rewarding workplace by providing employees with a wider array of tasks that will they will find challenging and interesting.
- 6. Any work performed will be performed in a safe manner, consistent with the provisions of the collective agreement governing safety, the company's safety rules and the Occupational Health and Safety Act.
- 7. It is recognized that some tasks can only be performed by employees who have certain government certifications and in such cases, that work will only be performed by employees

- possessing that certification or, where allowed, by employees working under the supervision or upon completion of the task, the work being inspected by those possessing that certification.
- 8. The primary responsibility for the operation of the mine will remain with the production employees. The primary responsibility for maintaining the mine will rest with trade persons.
- 9. Without limiting the generality of the foregoing, employees will be expected to perform daily routine maintenance, including changing bits, checking and topping up lubricant levels, checking changing cab and air filters, with training changing hydraulic hoses, and any other tasks they can safely and efficiently perform.
- 10. The Company, in consultation with the Union, will develop a modular based training program that will enhance the existing skills of the employees and facilitate the implementation and ongoing use of Flexible Work Practices.
- 11. The Company recognizes that Union input into the training program is valuable and will contribute to the effectiveness of Flex training and is essential to maintain the confidence and engagement of the workforce.
- 12. Skill in a task and proficiency in teaching is the overriding consideration in assigning trainers. The Company shall retain the right to select trainers but

- will work cooperatively with the Union to identify suitable candidates.
- 13. Employees will be required to complete Flexible Work Training Programs prescribed by the Company.
- 14. Employees will utilize their new skills and cooperate in the Flexible Work Practice Program.
- 15. The parties understand that the acquisition of new skills that support Flexible Work Practices is an ongoing process and will continue over time to support the dynamic and changing needs of the business.
- 16. Nothing in this Memorandum will be construed to force qualification in another trade.
- 17. Nothing in this letter will result in a tradesperson being assigned to a production classification when someone outside the trade is performing a trade core duty.
- 18. Seniority will not be the determining factor in assigning Flexible Work.
- 19. Work will not be Flexed for the sake of Flexing Work, but rather to improve productivity, efficiency and effectiveness.
- 20. The parties will meet quarterly to discuss issues related to this Flexible Work Practices Memorandum. Without restricting the generality of the foregoing, the parties may discuss productivity, profitability, work opportunities, morale, and other matters related to the Flexible Work Practices Memorandum.

21. In the event that a dispute arises regarding the interpretation, application, or operation of Flexible Work Practices, that dispute shall be submitted to Jules Bloch as a single referee. The procedure followed shall be analogous to that used under the B.C. Pulp Industry Settlement and the Alberta Hinton Pulp Mill Settlement.

The referee shall settle the difference by a summary process taking into consideration the terms of this Memorandum and rulings under the referenced Flexible Work Practice Memorandums.

LETTER OF UNDERSTANDING #23 UNION CERTIFIED CO-CHAIR

The Company agrees to recognize a Full Time Union Safety Co-Chair. As per the Ontario Health and Safety Act, the Union will select its Full Time Union Co-Chair. In conjunction with Article 17 the Full Time Union Safety Co-Chair position is outlined as follows:

- Will be given an Underground office and equipment in which to work from.
- The position will be added to Schedule "A" and recognized.
- The hourly rate of pay will be the top rate of Monday to Friday in Schedule "A".
- The work schedule will be Monday to Friday, straight days, eight hour shift schedule with a start time that begins at 6:30 am- 2:30pm.
- The Full Time Union Safety Co-Chair's vacation may be taken at any time during the vacation year and, any such vacation weeks utilized will not affect or impact any other groups' vacation allotment entitlement. His designate will be communicated to the Company and will assume the rate and hours during such period by the Union President or his designate.
- Duties and responsibilities will be governed under the Act, guidelines of Article 17 of the CBA, and as directed by the Company's Health and Safety Manager or their Designate.

ATTACHMENTS TO 2021- 2026 COLLECTIVE AGREEMENT

BETWEEN

COMPASS MINERALS CANADA CORP. Goderich, Ontario Goderich Mine

AND

UNIFOR UNION LOCAL 16-O Goderich, Ontario

The following documents are the attachments to the 2021-2026 Collective Agreement between the Company and the Union and are binding on the parties during the term of the Agreement.

OVERTIME DISTRIBUTION PROCEDURE

1. The Company will post an "Overtime Requirements" list and a "Overtime Sign Up List" simultaneously for each Department recognized in Clause 2.06 for the next 7 day period commencing with the Saturday to the following Friday. These lists will be posted by 9:00AM on Monday and removed at 9:00AM on Thursday.

The "Overtime Requirements" list in each department will indicate any forecasted planned overtime work per each shift of each day.

Employees are not permitted to work overtime while on vacation in accordance with Clause 16.04 b) of the CBA.

The company will be required to notify all eligible absent employees and also notify any employee that may be affected in the event of any changes being made to the allocation of overtime work.

2. The employee is responsible to check the weekly overtime roster and the applicable Job Qualification List (JQL) as overtime work is offered on the basis of these lists on the Employees Required To Work lists. Any errors on these lists must immediately be reported to the applicable overtime coordinator to ensure appropriate corrections are made.

- 3. Employees who wish to work overtime shall place their name on their departmental Overtime Sign Up List to the shift(s) and day(s) to which they are available to work.
- 4. Required overtime will initially be scheduled for 'Q'ualified eligible active employees in each respective department starting with those employees with the lowest number of paid overtime roster hours who originally signed the corresponding Overtime Sign-Up List. -
- Following the overtime work in item # 4 above being awarded per item # 12 below, additional overtime work will then be offered on a voluntary basis to "Q"ualified eligible active employees with the lowest number of paid overtime roster hours in each respective department that had originally signed the corresponding "Overtime Sign Up List" who have not already been scheduled to any overtime Additionally, any further overtime work work. requirements not filled will then be offered to the employees on a voluntary basis in accordance with Clause 13.06 and the mutually agreed to "Voluntary Cross-Departmental Overtime Guidelines". In the event of there still being a shortfall of employees to fill the overtime requirements, the overtime work will then be offered to employees on a voluntary basis in accordance with the mutually agreed to "Voluntary Unscheduled Overtime Call-Out Procedure".
- 6. Shift preferences can be indicated by placing a #1, #2, #3, #4 etc. indicating first, second, third, and

forth choices etc. by the volunteers name and shift preference will be allocated based on seniority and qualifications. An employee who signs for more than one shift on the same day and who does not indicate any shift preferences will if eligible for overtime; be given shift preference based on seniority and qualifications in the order of shift #2, shift #3, and then shift #1.

- 7. Employees may indicate their willingness to volunteer to work overtime work in another department by checking off the appropriate box on their departmental Overtime Sign Up List. Voluntary cross-departmental overtime will be administered in accordance with the mutually agreed to "Voluntary Cross-Departmental Overtime Guidelines". Any cross-departmental overtime work being offered on the "Overtime Requirements" list will indicate the department where the overtime work is being made available and the start and end time of such overtime work.
- 8. Subject to approved schedules, employees may indicate their willingness to volunteer to work overtime work attached to their regular shift by checking off the appropriate "Early/Late" box(s) on their departmental Overtime Sign Up List. If the employee's who exercise this option have less overtime roster hours than an employee who is willing to work a complete eight (8) hour overtime shift, then the overtime work will be offered to the early/late employees. If the employee who is willing

- to work a complete eight (8) hour overtime shift has less overtime roster hours than either of the early/late employees, then the overtime work will be offered to this employee.
- 9. Where two or more employees have equal overtime hours, the overtime work shall be awarded to the senior employee.
- 10. Overtime work will normally be scheduled with the most current applicable shift schedule so as to not require a change in the employee's regular scheduled preceding or successive work shift(s), unless all other available avenues to avoid doing so have been exhausted.
- 11. The Company will post an "Employee's Required to Work List" on Thursday #2 shift and on Wednesday's #2 shift in the event of a statutory mine holiday occurring on a Friday for overtime to be worked on the following Saturday, Sunday, Monday and Tuesday. Another "Employee's Required To Work List" will be posted on Monday #2 shift for overtime requirements for the following Wednesday, Thursday and Friday. The Company may choose to post all the overtime requirements on the Thursday list. The "Employees Required To Work" list will be posted no later than the earliest shift schedule stop time in each respective department.
- 12. All paid overtime hours including call-outs and emergency work will be charged against an employee's overtime roster, except as outlined in the "Charging Hours to O.T. Rosters Guidelines."

- Statutory/Mine Holiday hours worked will be charged against an employee's Statutory/Mine Holiday roster column.
- 13. Copies of all weekly overtime sheets from all departments will be made available to the senior local union executives. Copies of all departmental weekly overtime rosters will be forwarded to the union office.

VOLUNTARY CROSS-DEPARTMENTAL OVERTIME GUIDELINES

- 1. Initial overtime requirements and assignments in each respective department will first be filled in accordance with the "Overtime Distribution Procedure" in each respective department prior to an employee being awarded voluntary cross-departmental overtime.
- 2. Seniority will be the governing factor in determining overtime to which employee(s) are to work in another department as a volunteer.
- 3. Clause 13.06 a) b) & c) of the CBA is to be administered in the following manner:

Clause 13.06 a):

• Utilize the applicable Designated Relief employee(s) in accordance with Letter of Understanding # 5 of the CBA.

Clause 13.06 b):

• Surface Maintenance & Underground Maintenance Department: employees may volunteer to work overtime in each other's respective department and may carry their qualifications with them and perform any such work in each other's department in keeping with their respective skills.

• Surface Operations & Mining Department: employees may volunteer to work overtime work in each other's respective department and may carry their qualifications with them and perform any such work in each other's department in keeping with their respective skills.

<u>Clause 13.06 c</u>):

• All Employees from all departments: can volunteer to work overtime work in any department in the capacity as a helper. Primarily, these employees are limited to limited tasks such as shoveling or assisting other employees who are tied to the respective department to which they are temporarily working in. These employees cannot carry any of their qualifications across departmental lines to perform jobs in any other department. When more than one (1) employee is working in another department under this Clause, the employees will have the option to select from the available jobs by seniority, subject to the availability of skills.

VOLUNTARY UNSCHEDULED OVERTIME CALL-OUT PROCEDURE

- 1. This procedure applies to when active employees are being contacted off-site to work overtime in accordance with Clause 13.16 of the CBA.
- 2. The voluntary unscheduled overtime work will first be offered to the 'Q'ualified eligible active employee(s) with the lowest accumulated overtime roster hours in the respective department where the overtime work is being made available. Additionally, any further unscheduled overtime work requirements will be offered in the same order as stipulated in Clause 13.06 to other 'Q'ualified eligible active employees with the lowest accumulated overtime roster hours.
- 3. When an employee is being contacted, the caller will allow the phone to ring six (6) times or until answered, whichever occurs first. A record of each call will be kept showing the time of the call and the nature of the response. (e.g.: reporting to work, no answer, answering machine, etc.) A copy of this record will be made available to the senior local union executives when requested.
- 4. If the call is answered by an answering machine, the caller will leave the following message:
 - Caller's name,
 - Date, time, and purpose of the call,

- Request for call back within an appropriate amount of time depending on this work being of an urgent & timely nature or not.
- 5. A list of employees names in each respective department will be developed and updated weekly who wish to be contacted for voluntary unscheduled overtime work. The employee is responsible to inform the applicable clerk if he wishes to have his name added/deleted from the list. The employee's name will remain on the list until the employee requests that it be removed.

UNIFOR UNION LOCAL 16-O TRAINING FUND

As part of the current Collective Agreement, the Company agrees to remit seventy-five dollars (\$75.00) per year for each full-time bargaining unit employee to Unifor Local 16-O.

Payment will be remitted to the Treasurer of Unifor Local 16-O on or around April 01st of each year of the Agreement. In the event of there being training funds remaining from a previous year, the Company will only be required to remit a top-up amount equal to the total amount of the following year less any remaining fund amount from the previous year.

Unifor Local 16-O agrees that the sole purpose of this fund will be to provide a variety of training to its elected and selected officers and committee members of the bargaining unit related to the administration of Health & Safety, Industrial Relations, WSIB, Benefits, Pension, et cetera. The Union will, to the best of its ability, ensure the content of any health and safety programs will be consistent with current health and safety programs endorsed by the Company.

Unifor Local 16-O agrees to provide quarterly training fund audits to the Company.

Leave(s) of absence provisions in the Collective Agreement will apply to leave requests pursuant to this Memorandum.

This Memorandum is included as part of the Collective Agreement.

MEMORANDUM

SMOKING IN THE WORKPLACE

The Company agrees to provide a designated smoking area(s) on site to provide employees a location to smoke during the term of the Collective Agreement.

MAINTENANCE DEPARTMENT TEMPORARY VACANCY GUIDELINES

- 1. All vacancies will be filled in accordance with the established on-site hours of work and rest periods.
- 2. No successive involuntary employee transfers will commence as a result of an employee being involuntarily transferred.
- 3. No employee will be involuntarily transferred to cover a vacancy created as a result of an employee being accommodated or on modified work and/or a modified shift schedule.
- 4. Employees posted to jobs on E & F and G Crews are exempt from being involuntarily transferred to fill any vacancy and may otherwise exercise their seniority and qualifications to any vacancy on a voluntary employee basis. When the minimum staffing numbers are exceeded per Memorandum on "Maintenance Staffing on E & F and G Crews", it is understood and agreed that the junior posted employee(s) on said Crews may be involuntarily transferred, but only to the extent of the minimum staffing numbers being maintained in accordance with said Memorandum.
- 5. A vacancy resulting in an unexpected absence will be offered to the journeymen currently on shift in their respective department first and then from outside their respective department by low overtime roster

- hours and qualifications on a voluntary employee basis to extend working hours of work in excess of and at the end of their regular scheduled eight (8) hour work shift.
- 6. Vacancies at the start of a work shift not involving a change to an employee's regular shift schedule, pattern, or start and stop times that necessitate an employee transfer between the surface & underground maintenance departments will be offered on a voluntary employee basis by seniority and qualifications first, then by assignment to the lowest senior qualified employee on a daily shift by shift basis.
- 7. Monday to Friday vacancies resulting in the absence of two (2) journeymen or two (2) electricians during the Monday to Friday eight (8) hour # 1 midnight shifts will be offered in the following order prior to enacting an involuntary employee transfer:
 - to all employees within their respective department through transfer on a voluntary employee basis and awarded by seniority and qualifications.
 - to all employees within their respective department through voluntary employee overtime awarded by low overtime roster hours and qualifications.
 - to all employees from outside their respective department through transfer on a voluntary employee basis and awarded by seniority and qualifications.

- to all employees from outside their respective department through voluntary employee cross-departmental overtime awarded by low overtime roster hours and qualifications.
- In the event of there not being a volunteer(s) to fill the absence of one (1) journeyman or one (1) electrician, the most junior qualified employee from the combined total of employee's who would otherwise be working a Monday to Friday shift schedule during the work week of the vacancy may be transferred involuntarily to the Monday to Friday eight (8) hour #1 midnight shifts.
- 8. Saturday & Sunday vacancies resulting in the absence of two (2) journeymen or two (2) electricians during the Saturday & Sunday twelve (12) hour 'A' & 'N' shifts will be offered in the following order prior to enacting an involuntary employee transfer:
 - to all employees within their respective department through transfer on a voluntary employee basis and awarded by seniority and qualifications.
 - to all employees within their respective department through voluntary employee overtime awarded by low overtime roster hours and qualifications.
 - to all employees from outside their respective department through transfer on a voluntary

- employee basis and awarded by seniority and qualifications.
- to all employees from outside their respective department through voluntary employee crossdepartmental overtime awarded by low overtime roster hours and qualifications.
- by offering the scheduling of twelve (12) hour overtime shifts on Saturday and/or Sunday in the electrical group only on a voluntary employee basis to be scheduled under the regular scheduled 'A' & 'N' start and stop times. Overtime work will be awarded to the employee(s) from within both departments in the electrical group by low overtime roster hours and qualifications who agree and are committed to work said shift start and stop times and the entire twelve (12) hour work shift.
- In the event of there not being a volunteer(s) to fill the absence of one (1) journeyman or one (1) electrician, the most junior qualified employee from the combined total of employee's who would otherwise be working a Saturday & Sunday shift schedule during the work week of the vacancy may be transferred involuntarily to the opposite Saturday & Sunday twelve (12) hour work shifts.

MAINTENANCE EMPLOYEES OPERATING EQUIPMENT GUIDELINES

To ensure that skilled Journeymen are focused on performing maintenance and repair work suitable to their skilled trade in accordance with Clause 2.08 of the Agreement:

- Maintenance employees may operate any and all cranes.
- Maintenance employees may operate any and all aerial platform devices related to general repair work.
- Maintenance employees may operate vehicles and/ or equipment during pickup & drop off for servicing and testing of downed vehicles/equipment and, following the repair of such.
- Maintenance employees may operate vehicles/ equipment within/outside their established shop areas during the process of repairing vehicles/ equipment/structures.
- Maintenance employees may transport tires/rims between their established shop areas and established tire/rim storage areas.
- Maintenance employees may operate the forklift/ telehandler within their established shop areas for the purpose of transporting/relocating parts, tools, work station structures et cetera.

 Maintenance employees may perform shaft signalman duties related to maintenance, testing, and repair of the shaft conveyance, and whenever rigging is required on surface.

These Guidelines are subject to review during the term of the Agreement and may be modified through mutual agreement of the parties.

SEARCHING OF BARGAINING UNIT EMPLOYEES AND PERSONAL EFFECTS

The Company agrees to not engage under any circumstance in the random searching of any bargaining unit employee or their personal effects including but not limited to; their person, their vehicle, their personal electronic equipment, their wallet, their lunch carrying device, their change clothes basket and/or change clothes locker, and their personal tool boxes during the term of the Collective Agreement.

The Company reserves the right to conduct limited for cause searches of any employee's person, vehicle, lunch carrying device, change clothes basket, change clothes locker, and/or personal tool box as may be necessary when specific articulable facts warrant such searches. Any such search will be limited only to those places big enough to hold whatever item the search is being conducted to find.

The parties acknowledge that with respect to for cause searches, the Union is fully reserving its rights to file a grievance concerning the nature and extent of any search and that the respective rights of the parties shall ultimately be determined by way of binding arbitration, if and when necessary.

TOOL CRIB - UNDERGROUND MAINTENANCE DEPARTMENT

The Company and Union agree that within 30 days from the date the Collective Agreement becomes ratified, that it will convene the Joint Maintenance Improvement Committee with the objective to review and make recommendations related to the establishment of a manned underground tool crib in the main underground Maintenance shop.

The Maintenance Improvement Committee's mandate will be to identify and evaluate the tools that are required for the various maintenance functions, to determine how such tools are to be maintained and tracked, to determine how such tools are to be made accessible in a timely manner to maintenance personnel, and to explore the feasibility of establishing a manned underground tool crib.

Recommendations from the Joint Maintenance Improvement Committee on the above subject matter will be forwarded to the Joint Labour Management Committee for review.

UNDERGROUND MAINTENANCE DEPARTMENT SERVICEMAN JOB POSTING

Following the ratification of the Collective Agreement, the Company agrees to the elimination of the Serviceman job posting in the underground Maintenance Department.

The associated duties of the Serviceman job posting other than the Journeyman duties shall be established in a new job posting classification of Maintenance Utilityman in the underground Mining Department.

Additional terms and conditions of the Maintenance Utilityman job posting in the underground Mining Department related to the job duties, shift schedule, start times, et cetera, will be mutually agreed upon by the parties.

MINE RESCUE

- 1. Mine Rescue members (with help of Management and the Mine Rescue Officer) are responsible to maintain an "active status" as defined in the Mine Rescue Handbook.
- 2. The rate of pay during scheduled training days will be, the top rate of Monday to Friday in Schedule "A", plus any normal premiums. An additional eight (8) hours underground premium will be paid on days that include employees going below the shaft collar.
- 3. The rate of pay for Mine Rescue teams that are assembled for an emergency at the Goderich Mine or another mine for callout, stand-by, or availability for standby will be equivalent to the top rate of Monday to Friday in Schedule "A", plus any normal premiums.

4. If an Employee is:

- a. Called at home and asked to go on standby while remaining home or,
- b. Sent home to go on standby,
- c. Called at home and asked, for availability for stand by i.e. (fire drill),

Then the employee will be paid two (2) hours at the top rate of Monday to Friday in Schedule "A" for the period he/she is on standby at home.

- 5. On arrival at the mine site, employees will receive minimum four (4) hours at the top rate of Monday to Friday in Schedule "A".
- 6. Employees working as a member of the active team underground will receive two (2) times the top rate of Monday to Friday in Schedule "A" for all hours underground with a base minimum of four (4) hours plus applicable premiums.
- 7. Employees preparing equipment, or engaged in clean up, assisting the mine rescue coordinator or acting, as part of the stand-by team will receive one and one-half (1.5) times the top rate of Monday to Friday in Schedule "A" plus applicable premiums.
- 8. Employees at rest while on the mine site, during a mine rescue operation, will receive the top rate of Monday to Friday in Schedule "A" (i.e. reserve team).
- 9. In the case of assisting other mines, travel time will be at the top rate of Monday to Friday in Schedule "A". This includes gathering, loading, and unloading equipment.
- 10. SPECIAL NOTE: When participating on mine rescue a person must be off site for 11 hours before coming back for their scheduled shift, i.e. rescue finished at 12:00am and scheduled shift is due to start at 6:00am then the new shift time would be 11:00am. The Safety department will pay the difference for the shift only if a person comes in for their scheduled shift incomplete.

11. Additional items;

a. Upon attendance to the mandatory training sessions, \$100.00 per session will be paid to employees (Basic & Standard introductory training does not apply) to a maximum payout of \$600.00 per year (based on mandatory six sessions per training year). This amount due will be paid out on the first full pay in October.

Members who miss two (2) or more sessions will not receive any pay out.

- b. Competition team training will not be counted as a scheduled training session due to material being reviewed.
- c. Special circumstances and experience may allow some individuals to be accommodated for a "training day" make up session.
- d. Mine Rescue personnel participating in extracurricular training being put on by the company will receive an extra \$50 per session for such training. Examples of training are but not limited to IPC, TDG, high angle rope training, confined space or technician training.
- e. Members having an advanced mine rescue certificate (gold seal) and/or holding a Certified Technicians Certificate will receive an extra \$50.00 per scheduled training session. (Max \$300.00 per year). Extra pay will be added to each training session once verification of accreditation is confirmed.

- f. Meal Allowance \$ 65.00 per day while traveling on Mine Rescue functions
- g. Accidental Death and Dismemberment Insurance coverage of \$50,000 for any death while executing the duties of a mine rescue person.
- h. Members travelling with or directly participating on the competition team, or responding to an offsite emergency, will receive their scheduled posted rate of pay including all applicable premiums up to a maximum of eight (8) hours paid at regular time.

WOMEN'S ADVOCATE

The Company and the Union recognize the importance of assisting women who are faced with situations of harassment, violence or abuse in the workplace or in their personal lives.

For this reason, the parties agree to recognize one (1) female representative appointed by Unifor Local 16-O, who will act as the Women's Advocate. The Union will advise the Company in writing the name of the employee who is appointed to the Women's Advocate.

The Women's Advocate will provide support for women seeking workplace and community resources to women with concerns of harassment, violence or abuse in the workplace or in their personal lives.

Before leaving her regular duties to act as Women's Advocate for a reasonable period of time, the employee shall obtain the permission of her supervisor, which shall not be unreasonably withheld. Any hours spent performing the duties of the Women's Advocate will be in accordance with Clause 4.10.

Any training for new advocates will be in conjunction with the Union approved leave of absence process.

LETTER OF INTENT 0-8 TON CRANE OPERATING GUIDELINES

There are a number of job processes in the Underground Mining Department and the Surface Operations Department that are classified as mining and surface employees job duties that require the use of a 0–8-ton crane, the Parties agree to adopt the following guidelines until the expiry date of the current 2021-2026 Collective Agreement. The Parties agree to review after six (6) months, and discuss any issues that may arise and, may make necessary changes as required through mutual agreement of the Parties:

The current job classifications that would be utilizing the 0–8-ton crane are; Continuous Mining Group (Operator and Utilityman), General Utilityman, Maintenance Labourers, Material Handling Crew, and Shaftman.

0–8-ton crane operation work being performed by the employees in said job classifications listed above will normally be limited to duties directly related to the job functions of their respective job posting so as to not engage in any crane work which normally and regularly is performed by Journeymen in the Maintenance Departments.

Notwithstanding the Memorandum-Voluntary Cross-Departmental Overtime Guidelines, in regards to any available cross-departmental regular 0-8 ton crane work, overtime 0-8 ton crane work and/or mine holiday 0-8

ton crane work; in the event of there being no qualified employees from in their respective departments following the observance of all job allocation provisions in the Collective Agreement being exhausted, it will be permissible to allocate any such 0-8 ton crane work to qualified employees from outside of each others respective departments in keeping with the established terms and conditions of employment of the Collective Agreement. Such shortages of qualified 0–8-ton crane operators shall be monitored to ensure the establishment of an ideal complement of qualified 0–8-ton crane operators within each respective department.

Goderich Mine - Unifor Local 16-O Seniority List as of June 16, 2021

Senority Number	Name	Hire Date	Dept.
1	Bruce Utley	26-Jul-68	S
2	Louis Hartman	17-Mar-75	S
3	Jim Fehr	30-Sep-75	S
4	Dave Glousher	26-Aug-76	S
5	Peter Vanderheyden	25-Sep-76	S
6	Bob Powell	04-May-78	S
7	Dan Boyd	05-Sep-78	LTD
8	Dick Schoemaker	25-Nov-78	M
9	Tony Whidden	09-Apr-79	S
10	Mike Lajeunesse	12-Apr-79	S
11	Jacques Richard	03-May-79	S
12	Al Robb	07-May-79	M
13	Larry Gaynor	06-Oct-80	S
14	Tom Koster	11-Oct-80	S
15	Paul Blake	23-Oct-80	S
16	Perry Boak	27-Oct-80	S
17	Calvin Martin	30-Oct-80	S
18	Norm Kennedy	10-Aug-81	S
19	Joe Trebish	10-Aug-81	S
20	Jeff Sowerby	17-Aug-81	S
21	Karl Brall	11-Dec-81	S
22	Ed Case	09-Feb-82	M
23	John Sudyk	07-Jun-82	S
24	John Donatis	05-Jul-82	M

25Bob Hackett31-Jan-83UM26Drew Dalgleish06-Jun-83S27Tom Clarke26-Mar-84S28Rick Taylor26-Mar-84M29Detlef Dibowski26-Mar-84S30Jim Whytock28-May-84S31Phil Arthur04-Jun-84S32Rick Healy18-Jun-84M33Brian Powers05-May-86UM34Jim Mathers02-Aug-88S35Earl Johnston15-Aug-88S36Mark Bellinger15-Aug-88M37Ken Clements15-Aug-88M38Randy Witherspoon15-Aug-88S39Robert Phillips14-Nov-88UM40Garry Kelly11-Jun-90S41Len Kohnert11-Jun-90S42Darrel Lindahl11-Jun-90M
27 Tom Clarke 26-Mar-84 S 28 Rick Taylor 26-Mar-84 M 29 Detlef Dibowski 26-Mar-84 S 30 Jim Whytock 28-May-84 S 31 Phil Arthur 04-Jun-84 S 32 Rick Healy 18-Jun-84 M 33 Brian Powers 05-May-86 UM 34 Jim Mathers 02-Aug-88 S 35 Earl Johnston 15-Aug-88 S 36 Mark Bellinger 15-Aug-88 M 37 Ken Clements 15-Aug-88 M 38 Randy Witherspoon 15-Aug-88 S 39 Robert Phillips 14-Nov-88 UM 40 Garry Kelly 11-Jun-90 S 41 Len Kohnert 11-Jun-90 S
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41 Len Kohnert 11-Jun-90 S
42 Darrel Lindahl 11-Jun-90 M
43 Mark Consitt 07-Mar-94 M
44 Denis Boucher 16-Mar-94 M
45 Rick Cunningham 18-Apr-94 M
46 Fred Gerdes 13-Nov-95 UM
47 Jason Million 29-Apr-96 M
48 Dwight Caldwell 29-Apr-96 UM
49 Pat Frayne 29-Apr-96 M
50 Rick Harman 29-Apr-96 S
51 Randy Thom 07-May-96 M
52 Rob Bushey 07-May-96 S
53 David Harman 13-May-96 UM
54 Ed Peterson 13-May-96 UM

55	Rick Ringuette	27-May-96	UM
56	Kent Scholtz	12-Aug-96	UM
57	Ray Flynn	04-Nov-96	LTD
58	Lloyd Lockie	04-Nov-96	SM
59	Chris Vossen	04-Nov-96	UM
60	Brad Hoogenboom	16-Dec-96	M
61	Gerry McGregor	16-Dec-96	S
62	Brian Wain	16-Dec-96	M
63	Ron Delbergue	02-Apr-97	UM
64	Martin Van Maar	07-Apr-97	UM
65	Greg Campbell	21-Apr-97	M
66	James Randell	21-Apr-97	LTD
67	Rick Berwick	12-May-97	UM
68	Greg Wilcocks	12-May-97	UM
69	Bob Johnston	12-May-97	S
70	Ron Bell	12-May-97	M
71	Drew Anderson	14-Jul-97	M
72	Dave Bartliff	28-Jul-97	M
73	Lawrence Lassaline	28-Jul-97	M
74	Glenn Patterson	28-Jul-97	M
75	Steve Feagan	05-Aug-97	M
76	Jeff Webster	05-Aug-97	M
77	Kevin Haasnoot	18-Aug-97	M
78	Ernest Monk	08-Jun-98	LTD
79	Mark Harman	04-Jan-99	UM
80	Mark Leitch	04-Jan-99	UM
81	John Huff	07-May-01	M
82	Chris Boucher	07-May-01	M
83	John Bourgeois	07-May-01	M
84	Dean Lindsay	07-May-01	M

85	Ben Wheeler	07-May-01	M
86	Paul Jeffery	28-May-01	M
87	Kellvin Hayes	28-May-01	M
88	Jeff Coulter	28-May-01	M
89	Larry Mathers	28-May-01	M
90	Jason Austin	28-May-01	M
91	Roger Stainforth	18-Jun-01	S
92	Darryl White	18-Jun-01	M
93	Doug Geddes	18-Jun-01	M
94	Joe McIver	18-Jun-01	M
95	Vlado Krstic	03-Jul-01	M
96	Cory Dawe	03-Jul-01	M
97	Richard Sinclair	03-Jul-01	S
98	David Unger	03-Jul-01	M
99	Harrie Holthuysen	09-Jul-01	UM
100	Michael Sillib	09-Jul-01	UM
101	Derek Clifford	16-Jul-01	UM
102	Stephane Lynch	16-Jul-01	M
103	Nick Boucher	27-Aug-01	M
104	Gary Lynch	27-Aug-01	S
105	Lance Greer, Jr.	10-Sep-01	M
106	Christopher Gleave	10-Sep-01	M
107	Ted Janiszewski	19-Sep-01	UM
108	James Manarey	02-Jun-03	M
109	Al Cannon	02-Jun-03	M
110	Don Bogie	02-Jun-03	UM
111	Scott Israels	02-Jun-03	SM
112	Joe Garrick	16-Jun-03	S
113	Shawn Dickson	10-Sep-03	M
114	Will Drennan	10-Sep-03	S

115	Joel Paquette	10-Sep-03	M
116	Bruce Schmidt	24-Sep-03	S
117	Brent Evans	25-May-04	UM
118	Jeremy Powell	14-Jun-04	M
119	Joshua Little	14-Jun-04	M
120	Joe Carmichael	14-Jun-04	M
121	Dan Haak	21-Jun-04	M
122	Tim Brown	21-Jun-04	M
123	Bryan Hodges	21-Jun-04	M
124	Jonathan Allin	21-Jun-04	M
125	Dennis Gionet	21-Jun-04	M
126	Chris Curran	26-Jul-04	SM
127	Matt Fielder	06-Jun-05	M
128	Michael Ryan	25-Jul-05	M
129	Rob Pollock	25-Jul-05	M
130	Terry Sowerby	25-Jul-05	M
131	Chris Martin	25-Jul-05	S
132	Terry Vance	25-Jul-05	M
133	Chad Graham	25-Jul-05	M
134	Brian Cooper	25-Jul-05	M
135	Brad Powell	08-Aug-05	M
136	Dan Crerar	08-Aug-05	M
137	Darcy Souch	08-Aug-05	M
138	Chris Stevenson	08-Aug-05	M
139	Christopher Gilbert	08-Aug-05	M
140	Gary Wardell	08-Aug-05	S
141	Andrew Kaastra	08-Aug-05	M
142	Aaron Hackett	08-Aug-05	M
143	Matt Bird	29-Aug-05	S
144	Mike Ferguson	29-Aug-05	M

145	Bryan Ramsey	29-Aug-05	M
146	Don Hill	24-Oct-05	UM
147	Gary McArter	24-Oct-05	UM
148	Scott Mellor	12-Dec-05	SM
149	Steve Nicholson	26-Jun-06	M
150	Donald Phillips	26-Jun-06	M
151	Eric DeJong	26-Jun-06	M
152	Daniel Mielhausen	26-Jun-06	M
153	Gary Erb	26-Jun-06	S
154	Steven White	26-Jun-06	S
155	Jason Phillip	26-Jun-06	M
156	Scott Lamont	26-Jun-06	M
157	Duane Rivett	10-Jul-06	S
158	Randy Pollock	10-Jul-06	M
159	Rob Haldenby	10-Jul-06	M
160	Mike Pawitch	10-Jul-06	M
161	Mark McVittie	10-Jul-06	M
162	David Brown	10-Jul-06	M
163	Rob Robinson	10-Jul-06	M
164	Mike Campbell	17-Jul-06	UM
165	Steve Bakelaar	17-Jul-06	UM
166	Casey Hendriks	17-Jul-06	UM
167	Bradley Hayes	08-Aug-06	UM
168	Hendrik Vandorp	08-Aug-06	UM
169	Mark Newcastle	28-Aug-06	SM
170	Brad Bettles	05-Sep-06	SM
171	Robbie Berndt	02-Oct-06	UM
172	Don Davis	28-Jan-08	UM
173	Nathan Illeman	28-Jan-08	UM
174	Robert Lenting	28-Jan-08	UM

175	Jeffery Westlake	28-Jan-08	UM
176	Randy Carroll	05-May-08	UM
177	Wojciech Grajewski	05-May-08	LTD
178	Mark McConnell	07-Jul-08	UM
179	James DeJong	11-Aug-08	M
180	Shannon Mellor	11-Aug-08	M
181	Franz De Water	11-Aug-08	M
182	Tim Powell	11-Aug-08	M
183	Jamie Grandmaison	11-Aug-08	M
184	Nicholas Asher	11-Aug-08	M
185	Richard Kerr	11-Aug-08	M
186	Doug Wilson	11-Aug-08	S
187	Brent Wilson	11-Aug-08	M
188	Wes Gozzard	11-Aug-08	M
189	Lance Anderson Jr.	25-Aug-08	S
190	Steve Haak	25-Aug-08	M
191	Kevin Murray	25-Aug-08	M
192	Steve McEwan	25-Aug-08	M
193	Jeff Nesbitt	25-Aug-08	LTD
194	Elvis Vincent	08-Sep-08	M
195	Zbigniew Wilkowski	06-Oct-08	SM
196	Paul Chisholm	10-Nov-08	M
197	Robert Kinahan	10-Nov-08	M
198	Bruce Parent	10-Nov-08	M
199	Jeff Pentland	10-Nov-08	M
200	Mark King	05-Jan-09	SM
201	Clare Weber	27-Jul-09	M
202	Jamie Chisholm	27-Jul-09	M
203	Geoff Duckworth	27-Jul-09	M
204	Rob Kolkman	27-Jul-09	M

205 Darryl Ferguson 27-Jul-09 206 David Draper 27-Jul-09 207 Brenden Purser 27-Jul-09 208 Aaron Duckworth 04-Aug-09 209 Brian Fisher 04-Aug-09 210 Mike Schwarz 04-Aug-09 211 Haward Laxton 04-Aug-09 212 Kevin Campbell 04-Aug-09 213 Henry Van Dyke 04-Aug-09	M M M M M M M M M
207 Brenden Purser 27-Jul-09 208 Aaron Duckworth 04-Aug-09 209 Brian Fisher 04-Aug-09 210 Mike Schwarz 04-Aug-09 211 Haward Laxton 04-Aug-09 212 Kevin Campbell 04-Aug-09	M M M M M M
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212 Kevin Campbell 04-Aug-09	M M
-	M
Henry Van Dyke 04-Aug-09	
	UM
214 Ed Craig 09-Jan-12	
215 Blair Campbell 13-Mar-12	M
216 Trevor Vanderburgh 13-Mar-12	M
217 Chris Fidom 13-Mar-12	M
218 Karl J. Brall 13-Mar-12	M
219 Pete Neable 13-Mar-12	M
220 Robert Mitchell 20-Mar-12	M
221 Michael Van Veen 20-Mar-12	M
Phil Dickson 20-Mar-12	M
223 Mike Edward 20-Mar-12	M
224 Rick Patterson 20-Mar-12	M
225 Derrick Thompson 20-Mar-12	M
226 Patrick Rushton 20-Mar-12	M
Nathan Potter 20-Mar-12	M
228 Bill Kerr 27-Mar-12	M
229 Scott Austin 27-Mar-12	M
230 Jason Yeo 07-May-12	UM
231 Nathan Kerr 07-May-12	UM
232 Chris Baldwin 10-Dec-12	M
233 Darryl Duncan 10-Dec-12	M
234 Barry Harney 10-Dec-12	M

237 Shawn Driver 07-Jan-13 M 238 Michael McBride 07-Jan-13 M 239 Tony Van Dyke 07-Jan-13 M 240 Peter Vincent 07-Jan-13 M 241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 M 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evan				
237 Shawn Driver 07-Jan-13 M 238 Michael McBride 07-Jan-13 M 239 Tony Van Dyke 07-Jan-13 M 240 Peter Vincent 07-Jan-13 M 241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 246 Jason Van der Meer 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 M 251 Ryan Elliott 24-Jun-13 M 252 Simon	235	Casey Lauzon	10-Dec-12	M
238 Michael McBride 07-Jan-13 M 239 Tony Van Dyke 07-Jan-13 M 240 Peter Vincent 07-Jan-13 M 241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 M 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schel	236	David Thomson	07-Jan-13	LTD
239 Tony Van Dyke 07-Jan-13 M 240 Peter Vincent 07-Jan-13 M 241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 M 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas	237	Shawn Driver	07-Jan-13	M
240 Peter Vincent 07-Jan-13 M 241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 M 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Wh	238	Michael McBride	07-Jan-13	M
241 Jamie Whytock 07-Jan-13 M 242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 255 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 259 K	239	Tony Van Dyke	07-Jan-13	M
242 John Good 07-Jan-13 SM 243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mar	240	Peter Vincent	07-Jan-13	M
243 Jeff Thomson 15-Apr-13 UM 244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 <t< td=""><td>241</td><td>Jamie Whytock</td><td>07-Jan-13</td><td>M</td></t<>	241	Jamie Whytock	07-Jan-13	M
244 Scott MacPhee 13-May-13 M 245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	242	John Good	07-Jan-13	SM
245 Cody Houghton 13-May-13 M 246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 UM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 S	243	Jeff Thomson	15-Apr-13	UM
246 Jason Van der Meer 13-May-13 M 247 John Glanville 13-May-13 M 248 David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 UM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	244	Scott MacPhee	13-May-13	M
247John Glanville13-May-13M248David Kelly10-Jun-13UM249Dan Riley10-Jun-13UM250Lee Prescott24-Jun-13SM251Ryan Elliott24-Jun-13M252Simon Laxton24-Jun-13M253Stephen Hills24-Jun-13M254Christopher Evans29-Jul-13UM255NIck Schellenberger11-Nov-13UM256Jonas Whytock11-Nov-13UM257Brad Montgomery21-Apr-14M258Darrel Dimaline21-Apr-14M259Kevin Logan21-Apr-14M260Mark Benedict21-Apr-14M261Brent Bell21-Apr-14M262Shea Bradley21-Apr-14M263Tom Bean28-Apr-14M	245	Cody Houghton	13-May-13	M
David Kelly 10-Jun-13 UM 249 Dan Riley 10-Jun-13 UM 250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14	246	Jason Van der Meer	13-May-13	M
249Dan Riley10-Jun-13UM250Lee Prescott24-Jun-13SM251Ryan Elliott24-Jun-13M252Simon Laxton24-Jun-13M253Stephen Hills24-Jun-13M254Christopher Evans29-Jul-13UM255NIck Schellenberger11-Nov-13UM256Jonas Whytock11-Nov-13UM257Brad Montgomery21-Apr-14M258Darrel Dimaline21-Apr-14M259Kevin Logan21-Apr-14M260Mark Benedict21-Apr-14M261Brent Bell21-Apr-14M262Shea Bradley21-Apr-14M263Tom Bean28-Apr-14M	247	John Glanville	13-May-13	M
250 Lee Prescott 24-Jun-13 SM 251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	248	David Kelly	10-Jun-13	UM
251 Ryan Elliott 24-Jun-13 M 252 Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	249	Dan Riley	10-Jun-13	UM
Simon Laxton 24-Jun-13 M 253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	250	Lee Prescott	24-Jun-13	SM
253 Stephen Hills 24-Jun-13 M 254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	251	Ryan Elliott	24-Jun-13	M
254 Christopher Evans 29-Jul-13 UM 255 NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	252	Simon Laxton	24-Jun-13	M
NIck Schellenberger 11-Nov-13 UM 256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	253	Stephen Hills	24-Jun-13	M
256 Jonas Whytock 11-Nov-13 UM 257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	254	Christopher Evans	29-Jul-13	UM
257 Brad Montgomery 21-Apr-14 M 258 Darrel Dimaline 21-Apr-14 M 259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	255	NIck Schellenberger	11-Nov-13	UM
258Darrel Dimaline21-Apr-14M259Kevin Logan21-Apr-14M260Mark Benedict21-Apr-14M261Brent Bell21-Apr-14M262Shea Bradley21-Apr-14M263Tom Bean28-Apr-14M	256	Jonas Whytock	11-Nov-13	UM
259 Kevin Logan 21-Apr-14 M 260 Mark Benedict 21-Apr-14 M 261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	257	Brad Montgomery	21-Apr-14	M
260Mark Benedict21-Apr-14M261Brent Bell21-Apr-14M262Shea Bradley21-Apr-14M263Tom Bean28-Apr-14M	258	Darrel Dimaline	21-Apr-14	M
261 Brent Bell 21-Apr-14 M 262 Shea Bradley 21-Apr-14 M 263 Tom Bean 28-Apr-14 M	259	Kevin Logan	21-Apr-14	M
262Shea Bradley21-Apr-14M263Tom Bean28-Apr-14M	260	Mark Benedict	21-Apr-14	M
263 Tom Bean 28-Apr-14 M	261	Brent Bell	21-Apr-14	M
1	262	Shea Bradley	21-Apr-14	M
	263	Tom Bean	28-Apr-14	M
264 Ryan Montgomery 28-Apr-14 M	264	Ryan Montgomery	28-Apr-14	M

265	Bradley Hill	28-Apr-14	UM
266	Kyle Bosch	28-Apr-14	M
267	Tyler Cox	28-Apr-14	M
268	Devin Johnston	28-Apr-14	M
269	Daniel Boucher	28-Apr-14	M
270	Carmen Scarrow	28-Apr-14	M
271	Neil Metcalfe	28-Apr-14	M
272	Neil Puska	05-May-14	UM
273	Brian LeMon	05-May-14	UM
274	Daniel Thomson	05-May-14	M
275	Benjamin Clark	05-May-14	M
276	Derek Hoggarth	05-May-14	UM
277	Tim Embling	05-May-14	SM
278	Tom Schram	05-May-14	M
279	Josh Brown	05-May-14	M
280	Rick Buchanan	05-May-14	M
281	Dylan Bellinger	05-May-14	M
282	Brennan Yundt	05-May-14	M
283	Curtis McKee	15-Jun-15	UM
284	Justin York	15-Jun-15	SM
285	Wade Doelman	15-Jun-15	UM
286	Devin Haid	15-Jun-15	SM
287	Allan Shanahan	06-Sep-16	UM
288	Darryl Hoegy	14-Dec-16	UM
289	Kerry Fox	14-Dec-16	SM
290	Luke Kinsman	11-Jan-17	UM
291	Wade Armstrong	11-Jan-17	UM
292	Curtis Neely	06-Feb-17	M
293	Nathan Whytock	06-Feb-17	M
294	Cory McLaughlin	06-Feb-17	M
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295	Cody Pollock	06-Feb-17	M
296	Richard Venne	06-Feb-17	M
297	Mark Wammes	13-Mar-17	UM
298	Scott Duncan	13-Mar-17	UM
299	Derrick Ransom	02-Jan-19	UM
300	Ian Murray	02-Jan-19	UM
301	Blagoy Galev	02-Jan-19	UM
302	Peter Hendriks	22-Jan-19	UM
303	Craig Nicholson	22-Jan-19	UM
304	Josh Verwey	11-Feb-19	UM
305	Eric VanWyk	11-Feb-19	UM
306	Mark Harris	11-Feb-19	SM
307	Daniel Hundt	11-Feb-19	UM
308	Tom Knap	11-Feb-19	UM
309	Chad Terpstra	04-Jun-19	UM
310	Dennis Black	04-Jun-19	UM
311	Matt Lucas	16-Jul-19	SM
312	Mike Kamrath	16-Jul-19	SM
313	Kyle Ropp	16-Jul-19	UM
314	Brad Wilhelm	16-Jul-19	SM
315	Cody Lobb	08-Oct-19	UM
316	Dean Linner	29-Oct-19	SM
317	Jim Watt	29-Oct-19	UM
318	Gordon Bailey	03-Feb-20	M
319	Dan Beyersbergen	03-Feb-20	M
320	Ben Bolinger	03-Feb-20	M
321	Jack Branton	03-Feb-20	M
322	Cody Fidom	03-Feb-20	M
323	Robert Glanville	03-Feb-20	M
324	Amanda Hallman-Haak	03-Feb-20	M

325	Dawson Handy	03-Feb-20	M
326	Mike Hoggart	03-Feb-20	M
327	Ryan Maddox	03-Feb-20	M
328	Shawn McBeath	03-Feb-20	M
329	Cindy Postill	03-Feb-20	M
330	Jordon Reinink	03-Feb-20	M
331	Rod Roden	03-Feb-20	M
332	Chris Sallows	03-Feb-20	M
333	Derrick Scarrow	03-Feb-20	M
334	Colton Rodger	03-Feb-20	M
335	Robert Archambault	10-Feb-20	M
336	Nicholas Bellinger	10-Feb-20	M
337	Jason Cummings	10-Feb-20	M
338	Matt Driver	10-Feb-20	M
339	Dan Hack	10-Feb-20	M
340	Christopher MacDonald	10-Feb-20	M
341	Michael Moody	10-Feb-20	M
342	Kevin Partridge	10-Feb-20	M
343	Kyle Procter	10-Feb-20	M
344	Gerritt Reinink	10-Feb-20	M
345	Cassie Simon	10-Feb-20	M
346	Mitchell te Raa	10-Feb-20	M
347	James Whitely	10-Feb-20	M
348	Josh Whitely	10-Feb-20	M
349	Kevin Walkom	07-Apr-20	SM
350	Ryan Finch	05-May-20	M
351	Samuel Johnston	05-May-20	M
352	Mike Blok	12-May-20	M
353	Shannon Halton	12-May-20	M
354	Stacey Hinz	12-May-20	M

355	Renaud Sayles	12-May-20	M
356	Garrett Hunt	02-Jun-20	UM
357	Andrew Thomson	02-Jun-20	UM
358	Dustin Brighton	15-Jun-20	UM
359	Chris Flett	15-Jun-20	SM
360	Sam Groot	15-Jun-20	SM
361	Jim Shortreed	15-Jun-20	UM
362	Ben Case	06-Jul-20	UM
363	Nathan Hayes	06-Jul-20	UM
364	Shawn Bean	20-Jul-20	M
365	Kurt Brall	20-Jul-20	M
366	Owen Brant	20-Jul-20	M
367	Shawn Hakkers	20-Jul-20	M
368	Shane Hesch	27-Jul-20	M
369	Connor Rodger	27-Jul-20	M
370	David Stonely	27-Jul-20	M
371	Joe Yundt	27-Jul-20	M
372	Adam Laub	04-Aug-20	M
373	Dennis Moran	04-Aug-20	M
374	Ryan Cooper	01-Sep-20	SM
375	Matthew Beier	21-Sep-20	SM
376	Steve Bongertman	21-Sep-20	M
377	Caleb Chatterton	13-Oct-20	M
378	Mike Haggitt	13-Oct-20	M
379	Bill Hoy	13-Oct-20	M
380	Joe Shorter	13-Oct-20	M
381	Ryan Bettles	07-Dec-20	SM
382	Mike Bracey	07-Dec-20	UM
383	Mike Rieck	07-Dec-20	UM
384	Mitchell Scott	07-Dec-20	SM

385	Troy Wagner	07-Dec-20	UM
386	Joe Gavigan	01-Feb-21	UM
387	Zachary Smith	01-Feb-21	M
388	William Tucker	01-Feb-21	UM
389	Bradley Van Osch	01-Feb-21	M
390	Nathan Miller	01-Mar-21	UM
391	Cameron Schlosser	15-Mar-21	SM
392	Stephen Kolkman	03-May-21	UM
393	Adam Jenkins	17-May-21	UM
394	Anthony Alcorn	07-Jun-21	M
395	Brooklyn Berwick	07-Jun-21	M
396	Andreas Bollinger	07-Jun-21	M
397	Fred Datema	07-Jun-21	M
398	Caleb Haak	07-Jun-21	M
399	Simon Inglis	07-Jun-21	M
400	Kyle McNiel	07-Jun-21	M

This list is for quick informal reference and is not an official seniority list.

Abbreviations

Mining	M	Surface Operations	S	
Surface	SM	Underground	UM	
Maintenance	SIVI	Maintenance	UIVI	