

AGF

SOURCE	CO		
EFF.	86	06	02
TERM.	90	05	31
No. OF EMPLOYEES	76		
NOMBRE D'EMPLOYÉS	SD		

KLEYSEN TRANSPORT LTD.

(as to the operations located at
Esterhazy, Saskatchewan)

KLEYSEN, INC.

(as to the operations located at
Northgate, North Dakota)

and



Local 892

ENERGY AND CHEMICAL WORKERS UNION

June 1, 1986 - May 31, 1990



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PREAMBLE

This Agreement made and entered into this 1st day of June, 1982 is by and between Local 892 of the Energy and Chemical Workers Union, (hereinafter referred to as "the Union") and Kleysen Transport Ltd. (as to the operations located at Esterhazy, Saskatchewan) and Kleysen, Inc. (as to the operations located at Northgate, North Dakota), hereinafter referred to as "the Company").

ARTICLE 1 — PURPOSE

1.01 The purpose of this Agreement is to promote a harmonious and productive relationship between the Company and the Union and to set forth the terms of the Agreement between the Parties as to wages, hours of work and all other conditions of employment.

ARTICLE 2 — SCOPE OF AGREEMENT

2.01 This Agreement relates only to the Company's operations located at Esterhazy, Saskatchewan and Northgate, North Dakota. This Agreement does not apply to or in any way affect any other operation of the Company.

2.03 For the employees of Kleysen Transport Ltd., working out of Esterhazy, Saskatchewan, the Company recognizes the Union as the sole collective bargaining agent except for: Branch Manager, Safety Supervisor, Payroll Clerk, Confidential Secretary, Purchasing Agent, Chief Dispatcher, Yard Supervisor, Shop Supervisor, General Foreman, Security Personnel and part-time employees as defined in Article 10, Seniority and those persons who regularly exercise the authority to hire and fire.

2.04 For the production and maintenance employees of Kleysen's, Inc. out of Northgate, North Dakota, the Company recognizes the Union as the sole collective bargaining agent except for: Office and Clerical Employees, Technical Employees, Professional

Employees, Guards and Supervisors as defined in the Labour Management Relations Act of 1947, as amended.

2.05 The law, the certification and the provisions of this Agreement are the source of rights of the Union and any Employee covered by this Agreement. The Parties herein agree that ~~the relations~~ between them shall be governed by the terms of this Agreement and the law.

ARTICLE 3 — NON-DISCRIMINATION

3.01 There shall be no discrimination by either the Company or the Union by reason of age, sex, creed, colour, nationality, ethnic background, religion, political affiliation, or Union activity as permitted by this Agreement or the law.

3.02 In all cases where the Agreement refers to a person, the reference shall be to both male and female.

3.03 As dispatcher-clerks are required as part of their duties to suspend or otherwise discipline **employees** as the need may arise, they shall not, nor shall they be subject to censure, **harrasment** or pressure of any kind from the Union or their fellow employees by reason of the performance of their responsibilities.

ARTICLE 4 — MANAGEMENT RIGHTS

4.01 The Management of the facility and the direction of the working forces include (but are not limited to):

- 1) Planning, direction and control of operations;
- 2) Scheduling of work and assignment of employees to such work;
- 3) Control and regulation of all equipment and other property of the Company;
- 4) Determination of ability of employees as it relates to job performance;
- 5) Determination of the quality and quantity of work to be produced in the operations;
- 6) Discontinuance of processes or operations;

- 7) Determination of whether and to what extent the work required in its business shall be performed by employees covered by this Agreement;
- 8) Determination and establishment of any new or improved operating methods or facilities;
- 9) Establishment and enforcement of reasonable and uniform rules and regulations;
- 10) Right to maintain discipline and efficiency of employees.

4.02 The Company retains the right to hire, suspend, discharge, or discipline for just cause, transfer within the bargaining unit, and the right to relieve employees from duty because of lack of work or other legitimate reasons, provided that in the exercise of these rights, the Company will not violate any of the terms of this Agreement and/or the law.

4.03 The above rights are vested solely and exclusively in the Company, except as they may be expressly limited by the terms of this Agreement. It is further agreed that this enumeration of the sole and exclusive management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated, and the Company retains the right to exercise other prerogatives or functions of management which are not limited by a specific provision or provisions of this Agreement and/or the law.

ARTICLE 5 — UNION RECOGNITION

5.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees defined in Article 2 — Scope and the parties agree to negotiate in good faith matters of collective bargaining including the establishment of a grievance procedure, hours of work, rates of pay and working conditions.

ARTICLE 6 — UNION SECURITY (ESTERHAZY)

6.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership

in the Union as a condition of his employment and every new employee whose employment commences hereafter shall, within thirty (30) days, apply for and maintain membership in the Union as a condition of his employment.

6.02 The services of an employee shall be immediately terminated upon receipt by the Company of written notice from an accredited Officer of Local 892 that an employee has lost his membership in Local 892 due to the non-payment of dues and/or initiation fees or assessments.

6.03 The services of an employee shall also be immediately terminated upon receipt of a notice from an accredited Officer of Local 892, that an employee has lost his membership in the Union for a reason other than non-payment of dues and/or initiation fees and assessments and that no appeal has been made in respect to his loss of membership in accordance to the Constitution of the Union. Where an appeal has been made, then the notification above referred to shall be accompanied by a statement from an Officer of the National Union to the effect that the appeal was denied and the decision of Local 892 was upheld.

ARTICLE 7 — UNION SECURITY (NORTHGATE)

7.01 All employees covered by this Agreement who are members of the Union on the effective date of this Agreement, or who voluntarily become members thereafter will be required as a condition of employment to maintain membership in the Union throughout the term of this Agreement.

7.02 All new Employees who do not become Union members after thirty (30) days of employment shall, as a condition of employment, pay to the Union an amount equivalent to the regular monthly dues of Union members.

ARTICLE 8 — CHECKOFF (ESTERHAZY)

8.01 The Company shall, for any employee who signs an individual **authorization** form, deduct from his

first pay each month, uniform membership dues for the current month, uniform initiation fees and assessments and shall forward such deductions to the Secretary-Treasurer of the Union or other properly designated officer prior to the 15th day of the month in which the deduction is made. It is agreed that the Company shall give the checkoff authorization form to all new employees for signing at commencement of employment. A list of names of all employees for and on behalf of whom such deductions have been made, will accompany such remittance. Such statement shall include the names of all additions to and deletions from the bargaining unit.

8.02 The Union assumes full responsibility for the disposition of the money so deducted once they have been turned over to the certified Secretary-Treasurer or other properly designated official of the Union.

8.03 It is understood and agreed that the Company's obligation is limited to remitting to the Union the sum or sums from wages actually earned. It is further understood and agreed that Union dues will be deducted provided an employee has been paid a minimum of five (5) days in the applicable deduction period.

8.04 Assignment pursuant to this Article shall be substantially in the following form:

UNION DUES, CHECKOFF, AUTHORIZATION

I, _____ hereby
(last name) (given name(s)) (please print)

instruct and authorize my Employer, Kløvsen Transport Ltd. to deduct from earnings accumulated to my credit, the amount of the periodic Union Dues, Initiation Fees and/or Assessments as designated by an accredited Officer of Local 892, E.C.W.U. I further authorize the Company to remit the amount so deducted to the Secretary-Treasurer of Local 892.

(date)

(signature)

EMPLOYEE DATA:

(First day of work at Kleysen Transport Ltd.)	(Job Classification)
(Department)	(Division)
(Full address: Suite No., Box No., Apt. Hock, Street No., Street, City, Town.)	

1 copy to the Company
1 copy to the Union

ARTICLE 9 — CHECKOFF (NORTHGATE)

9.01 The Company shall deduct from the first pay-cheque due to each employee in each calendar month, the amount of a!! initiation fees, monthly dues and/or assessments and remit the same, prior to the 15th day of the month, to the Secretary-Treasurer of the Union, accompanied by a list of names of a!! employees for and on behalf of whom such deductions have been made. Such statement shall include the names of all additions to and deletions from the unit.

9.02 An employee may revoke his written assignment at any time during the final thirty (30) day period preceding the anniversary date of this Agreement by giving written notice by Registered Mail of revocation to the Company and to the Union during such period.

9.03 The Union assumes full responsibility for the disposition of the money so deducted once they have been turned over to the Certified Secretary-Treasurer or other properly designated official of the Union.

9.04 It is understood and agreed that the Company's obligation is limited to remitting to the Union the sum or sums from wages actually earned. It is further understood and agreed that Union dues will be deducted

provided an employee has been paid a minimum of five (5) days in the applicable deduction period.

9.05 Assignment pursuant to this Article shall be substantially in the following form:

UNION DUES, CHECKOFF, AUTHORIZATION

I, _____ hereby
(last name) (given name(s)) (please print)

instruct and authorize my Employer, Kleysen's, Inc. to deduct from earnings accumulated to my credit, the amount of the periodic Union Dues, Initiation Fees and/or Assessments as designated by an accredited Officer of Local 892, E.C.W.U. I further authorize the Company to remit the amount so deducted to the Secretary-Treasurer of Local 892.

(date)

(signature)

EMPLOYEE DATA:

(First day of work at
Kleysen's, Inc.)

(Job Classification)

(Department)

(Division)

(Full address: Suite No., Box No., Apt. Block,
Street No., Street, City, Town.)

1 copy to the Company

1 copy to the Union

ARTICLE 10 -- SENIORITY

10.01 (i) Seniority is defined as the period of continuous service with the Company since the last date of hire.

(ii) Qualifications of an employee shall be defined as ability, skills, experience, physical fitness and job performance.

10.02 An employee shall begin to accumulate seniority as soon as he has completed his probationary period at which time his seniority shall be made retroactive to his last date of hire. All new employees shall be considered probationary for a period of sixty (60) calendar days following the date of hire during which time his employment shall be at the sole discretion of the Company. A former non-probationary employee who is rehired shall be probationary for a period of thirty (30) days worked following his last date of hire.

10.03 Seniority as defined previously will be the determining factor in the event of a reduction in the work force. The most junior employee in the classification as listed in Appendix "A" will be laid off, unless otherwise mutually agreed to by the Parties. If at all possible, the Company will advise the Union forty-eight (48) hours prior to such layoff that the layoff is to take place and the approximate duration of same. The Union shall then have forty-eight (48) hours to advise the Company of an employee who voluntarily wishes to be laid off. Any employee voluntarily laid off remains on layoff until recalled.

10.04 Employees will be recalled in order of seniority to the classification from which they have been laid off.

10.05 The Company will advise each employee to be recalled by Registered Mail, with AR card, to the last address shown on the Company's records. An employee receiving notice of recall will advise the Company of his intention in writing of the date the employee will be available for service, such available date must not be later than seven (7) days from the date the Registered letter of recall reaches the employee's home post office. If the seven (7) day limit cannot be met, an extension of time may be granted on mutual agreement.

10.06 An employee laid off may displace the Junior Employee in a lower classification within the department provided the employee has the necessary qualifications

and seniority to perform the duties of such classification. There shall be no trial period as an employee must be qualified in the classification he would enter by exercising his seniority rights.

10.07 Loss of Seniority Employment Rights

An employee's seniority and employment rights shall be considered lost by reason of:

1. Dismissal for just cause.
2. Voluntary resignation.
3. Failure to report to work on recall after expiry of seven (7) day period as provided for in Section 10.05 of this Article:
4. Retirement.
5. If an employee is absent for three (3) consecutive scheduled work days without notifying the Company and furnishing acceptable written reason for the absence.
6. Layoff in excess of twelve (12) months. Seniority shall accumulate during layoffs of less than twelve (12) months.
7. Permanent discontinuance of the Company's Esterhazy and/or Northgate operations.
8. Through sick leave due to sickness or accident on or off the job, an employee shall maintain and accumulate seniority for a period of up to one year or the employee's seniority, whichever is the greater to a maximum of 24 months provided he has 12 months seniority prior to his sick leave. Employees with less than one (1) year seniority will maintain their seniority.

10.08 Seniority Lists

Seniority lists shall be revised and posted every three (3) months. Any errors in the posted seniority lists shall be brought to the attention of the Union and the Company, through the grievance procedures. The sole remedy thereof shall consist of a correction to the Seniority Lists.

10.09 Promotions

1. The normal progression of promotion will be within the lines of progression within any department through the classification as listed in Schedule "A" or Schedule "A" as amended from time to time by mutual agreement of the Parties.

2. If a permanent job vacancy occurs, or if a new job is established within a department, then the following procedure will be followed:

(i) The senior employee in the next lower job classification in the line of progression to the vacant or new job, who has the qualifications to fill the vacancy or the new job, will be promoted into the vacancy or new job if he so desires to be promoted, if such senior employee accepts the promotion and is subsequently disqualified, he will be returned to his former job.

(ii) In the event of the above, the next senior qualified employee within the line of progression will be offered the promotional opportunity.

(iii) If after following the above procedures, the vacancy or new job is not filled from within the department, then the job will be posted for bid as provided for under the posting and bidding procedure in this Article.

(iv) The Company shall, within ten (10) days of promoting an employee as provided above, post the name of such employee and the position in which he has been promoted to, on the designated bulletin boards and a copy of such posting shall be furnished to the Union.

(v) An employee who is promoted into a higher classification shall have a probationary period, for that job, of thirty (30) days worked.

10.10 Job Posting and Bidding Procedures

1. All permanent vacancies and new jobs which

are to be posted for bid, shall be posted on designated bulletin boards for a period of seven (7) calendar days. All postings shall set forth the exact job title, rate or range of pay and job requirements. A copy of the posting shall be submitted to the Union.

2. Employees shall be entitled to bid for such permanent vacancies and/or new jobs by written applications in duplicate, one copy of which shall be submitted to the Company and the other to the Union. No applications from employees received later than the posted closing date will be considered unless otherwise agreed to by the Parties.

3. Among applicants whose qualifications fully meet job requirements, classification seniority, departmental seniority and company seniority, in that order shall be the determining factor. If there are no applicants whose qualifications fully meet the job requirements, the Company may elect to fill the vacancy from among the applicants whose qualifications do not fully meet the job requirements or from outside the bargaining unit. The above in no way reduces the established job requirements and qualifications for the job.

4. The name of the successful applicant shall be posted on the designated bulletin boards with a copy to the Union within ten (10) days after the closing date of the posting. The successful applicant shall fill the vacancy within fourteen (14) days of being chosen and if the job is to a higher rate, he shall receive the higher rate upon being transferred or on the fourteenth day, whichever occurs first.

5. The above provisions in respect to posting permanent vacancies and/or new jobs for a period of seven (7) calendar days shall not apply to drivers. In the case of permanent vacancies and/or

new jobs involving drivers, only forty-eight (48) hours posting will be required (exclusive of weekends and statutory holidays).

6. A non-probationary employee who bids into a higher classification shall have a probationary period, for that job, of thirty (30) days worked.

10.11 Temporary Vacancies

1. Temporary vacancies are either those vacancies caused by an employee being absent from work due to sickness, accident, vacation, absenteeism or approved leave of absence, or those vacancies created due to necessity to expedite production or for maintenance purposes.
2. Temporary vacancies created due to necessity to expedite production or for maintenance purposes shall not exceed a period of sixty (60) calendar days.
3. A temporary vacancy as defined above may be filled without recourse to the posting and bidding procedure by the most senior qualified employee within the department, then the vacancy can be filled by voluntary assignment from within another department and if not so filled, then the Company may fill the vacancy from outside of the bargaining unit.
4. Temporary vacancies filled in the above manner shall be limited to that specific temporary condition only; if the vacancy becomes permanent, it shall be subject to other Sections of the Article, whichever are applicable.

10.12 Temporary Layoff

When circumstances beyond the control of the Company causes a temporary shortage of work, the Company may lay off employees for a period up to forty-eight (48) consecutive hours without the seniority provisions of this Agreement becoming applicable.

10.13 Temporary Employees

1. Temporary employees shall be defined as employees who are hired to supplement but not replace the regular work force and their period of hire shall not exceed sixty (60) calendar days. The maximum number of temporary employees employed at any one time shall not exceed fifteen (15%) percent of the employees in the bargaining unit, unless the Parties otherwise mutually agree.
2. Temporary employees shall receive the same pay as regular employees for the job being performed but are not otherwise covered by the provisions of this Agreement, other than the provisions for hours of work, Union security, checkoff and Safety and Health.
3. In the event a temporary employee fills a permanent position within the bargaining unit, the time spent as a temporary employee from his last date of hire will be credited towards his probationary period.

10.14 Part-Time Employees

Part-time employees shall be defined as those employees who are employed as clerical help, office maintenance help, labourers who work individually less than sixteen (16) hours in any week, and as aggregate group, not more than seventy-five (75) hours in any week. Such part-time employee shall not be covered by any of the provisions of this Agreement.

10.15 Promotion out of Unit

Promotions to positions outside of the scope of the bargaining unit are not subject to the provisions of this Agreement, but should any employee who has been so promoted be transferred back to his former job within the bargaining unit within ninety (90) days of being promoted, he will be credited with his former seniority and, in addition, shall accumulate seniority and, if the employee's former job is not in existence, the employee

shall have the right to exercise his seniority rights to displace a more junior employee. Also, such employee shall be required to pay back **dues** for the period he was out of scope.

If an employee remains outside of the scope of the bargaining unit beyond the said ninety (90) day period, then he shall relinquish all his seniority rights within the bargaining unit, provided that such ninety (90) day time limit may be extended by mutual agreement of the parties.

10.16 Lost Chauffeurs License and Border Crossing Card

In the event a driver fails to retain his chauffeurs license or border crossing card, he will lose his departmental **seniority** as a driver unless he is successful in regaining his status within a period of three (3) months of the date of suspension. If the driver has twelve (12) months seniority prior to having his chauffeurs license or border crossing card cancelled, the driver will have a period of six (6) months to regain his status.

10.17 Military Service

Employees enlisting or entering the Military Service or Naval Service of the United States, pursuant to the provisions of the Universal Training Service Act, as amended and the Reserve Forces Act, as amended, **shall** be granted all rights and privileges provided by the Acts.

ARTICLE 11 — SAFETY AND HEALTH (ESTERHAZY)

11.01 Preamble

The Parties, in **recognizing** the importance of an active program to promote safety and health in working conditions and practice, have agreed as follows:

The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of employment.

The Union agrees that careful observance of safe working practices and safety rules is a primary duty of

all employees. The Company agrees that there will be uniform enforcement of such rules among employees in scope and said rules shall be enforced without discrimination among said employees.

For the continued protection of its employees, the Company retains its right to require any employee to submit to a physical examination at the Company's expense by a Company designated physician at any time or from time to time to determine the fitness of such employee. The Company has the right to utilize the report of the physical examination to aid it in determining whether the employee can perform his duties in a safe and satisfactory manner.

The Parties agree that safety and health problems be resolved as quickly as practicable.

It shall be every employee's responsibility, whether in or out of scope, to encourage the use of and to follow the established safety procedures.

11.02 Health and Safety Committee

There shall be established a joint Health and Safety Committee (hereinafter called the "Committee") consisting of two (2) representatives from each of the Union and the Company. Each Party will select two (2) alternates who will be called to act in the absence of the regular committee members. All regular and alternate members of the Committee shall be employees of the Company.

The purpose of the Committee shall be to consider and review health and safety conditions, complaints and accidents referred to it by the Employees; to participate in the identification of safety hazards; to prepare advisory recommendations thereto; and to maintain records in connection with the receipt and disposition of employee complaints in reference to health and safety matters.

Each Party shall notify the other Party in writing of the names of its appointees and alternates to the

Health and **Safety** Committee. The Parties shall not **recognize** members of the Committee unless notice in writing has been given by an **authorized** official of the other Party.

During the course of the first seven **(7)** calendar days in a month, the Committee will meet at a mutually agreed time to review matters pertaining to Health and Safety. Prior to leaving their jobs to attend Health and Safety matters, permission must be obtained from the employee's immediate supervisor.

Special meetings to deal with emergency situations, may be called by mutual agreement of the two Co-Chairmen.

The Parties shall select their respective members on the Committee and persons designated as Co-Chairmen. Chairmanship of the Committee shall alternate on a meeting basis. When one Co-Chairman is acting as chairman, the other Co-Chairman will act as Secretary.

Minutes of the meeting, signed by both co-chairmen shall be distributed to the Committee members and posted on bulletin boards within one **(1)** week after the meeting.

11.03 Procedure

An employee who believes a matter exists which falls under the jurisdiction of the Committee, shall first discuss the matter with his immediate Supervisor. The Supervisor will respond to the employee within three **(3)** working days. If the employee is dissatisfied with the Supervisor's answer, he will then notify a representative on the Committee of the matter. The matter, after being reduced to writing, will then be placed on the agenda and discussed at the next meeting of the Joint Committee. The employee shall be given a written answer as to the disposition.

The Committee member to whom the complaint is referred shall submit the matter in writing to a Co-

Chairman. The Co-Chairman will be responsible for placement of the matter on the agenda.

It is understood that the complaint will not be discussed at the Committee meeting if said complaint has not previously been referred to the employee's immediate Supervisor.

Matters not resolved by the Committee shall be referred to the Branch Manager for review and disposition in writing.

If the Branch Manager's written disposition is unsatisfactory or not given in a reasonable amount of time, the matter may then be referred by a Co-Chairman to an appropriate government Safety Officer.

It is agreed that reasonable amount of time, as used herein, is defined as the amount of time needed to analyze and evaluate the matter.

It is agreed that in the event of an emergency situation, the above procedure does not apply and in such event, an employee may go directly to a Co-Chairman of the Committee and such Co-Chairman may forthwith refer the matter to an appropriate government Safety Officer.

11.04 Accidents

Accidents involving serious injury or property damage shall be investigated by the Company with a written report submitted to the Committee as soon as possible.

Accidents involving injury may also be investigated by the Co-Chairman or a Co-Chairman of the Committee.

11.05 Visitation by Safety Officer

If a government Safety Officer requests that he be accompanied on an investigation of the operation, the Co-Chairmen will also accompany him.

11.06 Drivers

It is agreed that in matters of safety and health in respect to drivers operating vehicles, the above provi-

sions do not apply, as such matters are dealt with by the following procedure, and there will be no recourse to the Committee except in respect to the investigation of accidents as provided for in Section 11.04 above:

(i) It is to the mutual advantage of both the Company and the Drivers that Drivers shall not operate vehicles which are not in a safe operating condition. The Company shall not require employees to take out, on the highways, any vehicle that is not in a safe operating condition or equipped with safety appliances as required by law. If a Driver alleges that the equipment is unsafe, the final decision as to the condition of the equipment shall rest with the senior non-union company representative on the premises. Such representative shall give his decision to the driver in writing. In the event that repairs to the equipment are required and cannot be affected, the equipment will be correctly identified and be kept out of service until repaired.

(ii) It shall be the duty of the employee to report in writing on a mutually agreed form of the Company promptly but not later than the end of the trip, all normally detectable safety and/or mechanical defects on the equipment which they have operated during the trip.

(iii) The above provision shall in no way replace the normal preventative maintenance procedures of the Company.

11.07 It is agreed that the above provisions shall in no way replace the applicable law except that in respect to Section 11.06 above, the appropriate provision of the Canada Labour Code and Regulations made thereunder shall apply.

ARTICLE 12 — SAFETY AND HEALTH (NORTHGATE)

12.01 Preamble

The Parties, in recognizing the importance of an active program to promote safety and health in working

conditions and practice have agreed as follows: The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of employment.

The Union agrees that careful observance of safe working practices and safety rules is a primary duty of all employees. The Company agrees that there will be uniform enforcement of such rules among employees in scope and such rules shall be enforced without discrimination among said employees.

For the continued protection of its employees, the Company retains the right to require any employee to submit to a physical examination at the Company's expense by a Company designated physician at any time or from time to time to determine the fitness of such employee. The Company has the right to utilize the report of the physical examination to aid it in determining whether the employee can perform his duties in a safe and satisfactory manner.

The Parties agree that the safety and health problems be resolved as quickly as practical.

It shall be every employee's responsibility, whether in or out of scope to encourage the use of and to follow the established safety procedures.

12.02 An employee who believes that a matter exists concerning safety and health shall discuss the matter with his immediate Supervisor. The Supervisor will respond to the employee within three (3) working days. If the employee is dissatisfied with the Supervisor's answer, then he may refer the matter directly to the Branch Manager for review and disposition in writing.

If the Branch Manager's written disposition is not satisfactory or not given in a reasonable amount of time, the matter then may be referred by the employee to an appropriate **government Safety Officer**.

12.03 It is agreed in the event of an emergency situa-

tion, the above procedure does not apply and in such event the employee may go directly to an appropriate government Safety Officer. Health and safety shall be governed by all Federal and State laws applicable to the Northgate, N.D. operations.

ARTICLE 13 — TECHNOLOGICAL CHANGE

13.01 In recognition of the spirit and intent of the Technological Change Sections of the Canada Labour Code, the Parties hereto are providing through the format of this Agreement, an orderly procedure to deal with the effects of a technological change within the meaning of the Code. It has also been agreed between the Parties that if, as a result of a technological change within the meaning of the Code, job classifications are changed, job classifications are combined and/or new job classifications are established, such will be dealt with under the provisions of Article 20, New or Changed Jobs.

13.02 Procedures for the aforementioned are:

1. Notification Only

The Company will notify the Union of technological change at least ninety (90) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:

- a) The nature of the technological change.
- b) The date upon which the Company proposes to effect the technological change, and
- c) The names, seniority dates and classifications of the employees primarily affected.
- d) **The approximate number and type of** employees likely to be affected by technological change.
- e) The effect that the technological change is likely to have on the terms **and conditions** of security of employment of the employees affected.

2. Employee Rights

An employee displaced as a result of a technological change will exercise his rights under Article 10, Seniority, which are as follows:

- a) An employee receiving notice of layoff shall exercise his seniority to displace the junior employee in a classification of equal or lower rate of pay, providing he has the necessary qualifications and seniority to displace the junior employee.
- b) The displaced employee may then exercise his seniority rights in the same manner as above unless there are no Junior Employees to displace or he does not have the necessary qualifications in which case the employee is subject to layoff.
- c) An employee receiving the notice of layoff and not exercising his right under a) and b) above, will be placed on layoff.

3. Severance Pay

- a) An employee with one (1) or more full years of service who is reduced in force and placed on layoff, as a result of the technological change shall be paid severance pay at the rate of one (1) week's pay per full year of service up to a maximum of nine (9) weeks at employee's rate of pay at the time of layoff.
- b) An employee who has been laid off or who has chosen optional layoff under 2c) above, can elect to take his severance pay at the time of layoff. Upon acceptance of severance pay, such employee's seniority and employment rights will be terminated.

4. Co-operation with Canada Manpower or Equivalent Organization in North Dakota

- a) Upon request, the Company will furnish to Canada Manpower or equivalent organization

in North Dakota, such information necessary to assist Canada Manpower, or such **organization**, in relocating such displaced employee in another job with another Company.

13.03 Reduction in work force occasioned through production requirements solely, are not subject matter of this Article and the Technological Change Sections of the Canada Labour Code, Part V.

13.04 This Article fully satisfies the requirements of Law and eliminates the necessity to bargain collectively with the Union regarding the **impact any technological change** may have **on the** Company, The Union, and the Employees and the Parties agree that Sections 150, 152 and 153 of the Technological Change Section of the Canada Labour Code, Part V do not apply for the duration of this Agreement.

ARTICLE 14 — GRIEVANCE PROCEDURE

14.01 Grievances to be processed hereunder shall be confined to the interpretation or application or administration or alleged violation of a specific provision or provisions of this Agreement and when filed in writing must state specifically the contract provision or provisions alleged to have caused the violation and the redress demanded.

Grievances meeting the above requirements shall be processed in the following manner:

Step 1 The matter will first be discussed by the employee and his immediate Supervisor within ten (10) working days of the occurrence. The employee may have a **Steward** present at this discussion. The Steward must obtain permission of his Supervisor to leave his job whenever an employee requests his presence. An answer shall be given by the Supervisor to the aggrieved employee within ten (10) working days from the date of the discussion with the employee. If a mutually satisfactory settlement is not reached, then —

- Step 2 The employee or the Steward shall, within seven (7) working days of the date of the Supervisor's answer, file a written grievance, in duplicate, with the Branch Manager (or his designated representative). The Branch Manager or his designated representative shall give his written answer to the employee and the Steward within five (5) working days after the date of the receipt of the written grievance or within five (5) days after a meeting with the Employee and the Steward is held to discuss the grievance if the Branch Manager feels such meeting is necessary for him to arrive at a decision. If a mutually satisfactory settlement is not reached, then —
- Step 3 The Union Grievance Committee shall, within seven (7) working days of the date of the Branch Manager's or his designated representative's answer, notify the Vice-President, Personnel (or his designated representative) in writing, of its desire to further discuss the grievance. A monthly Third Step grievance meeting shall be held at a time to be agreed upon by both Parties to discuss all pending Third Step grievances. The Company's final answer to Step 3 will be given within seven (7) working days of the meeting. A representative of the National Union may be present at the meeting with the Company in the Third Step.

14.02 No Change in Content

There shall be no change made in the content of the grievance as originally filed in Step 2 during subsequent steps of the grievance procedure. New evidence may be submitted at any time prior to arbitration by either the Company or the Union.

14.03 Time Limits

If the Company representatives do not take the necessary action to process the grievance, or provide answers, within the time limit specified for any Step, the grievance may be referred to the next higher Step, except

that **arbitration** shall only be invoked upon the giving of proper notice as provided hereafter.

If the grievance is not processed by the Union or the employee within the time limits provided in the various Steps, the grievance is considered settled on the basis of the Company's last answer.

Time limits may be extended by mutual agreement of the Parties in writing.

14.04 Referral to Arbitration

If settlement is not reached at the Third Step, the grievance may be referred to an Arbitration Board. The Party desiring arbitration shall notify the other Party of its intent to seek arbitration by written notice, serviced by Registered Mail within thirty (30) calendar days after the completion of Step 3. If such notice is not mailed within the thirty (30) calendar day period, the grievance shall be deemed settled on the basis of the **Company's/Union's** answer at Step 3.

14.05 Suspension or Discharge

If an employee believes that he has been discharged or suspended without just and sufficient cause, the matter shall be presented at Step 2 of the Grievance Procedure within ten (10) calendar days after written notice or such suspension or discharge has been given.

The remedy for adjusting a grievance, if it is determined that any is justified, may consist of reinstatement with or without back pay, or with partial back pay, or may consist of pay or partial back payment without reinstatement or may consist of any other redress appropriate to the circumstances.

No employee will be called in before management to be suspended or discharged unless he is accompanied by a Steward. The Company shall supply the Chief Steward with copies of any letter or notice of discipline which has been given to an employee.

14.06 Miscellaneous

It is agreed by the Company and the Union that meetings on grievances shall take place during regular working hours, without loss of pay, provided such meeting takes place during the employee's scheduled work hours. Upon receiving permission from the Foreman concerned, an employee or the appropriate Steward of the Union, may submit and/or process a grievance during work hours.

14.07 Company Grievance

The Company reserves the right to file a grievance against the Union without waiver of any legal right(s). Said grievance shall be filed within ten (10) working days of the alleged violations and processed beginning at Step 2 of the grievance procedure.

14.08 Group Grievance

If a grievance regarding the interpretation or application of a specific provision of this Agreement involves a group or groups of employees, the grievance procedure will be commenced at Step 2 within ten (10) working days of the alleged violation.

ARTICLE 15 — ARBITRATION (ESTERHAZY)

15.01 Arbitrable Issues

The Arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements set out in Article 14.

15.02 Arbitration

When an arbitrator is required, the Department of Labour shall be requested to appoint a sole arbitrator.

15.03 After the Arbitrator has been chosen by the foregoing procedure, he shall meet and hear the evidence of both parties, as soon as possible. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it.

15.04 costs

The Union and the Company will equally share the costs incurred by the Arbitrator.

15.05 Witnesses

Each party shall be responsible for the costs of its witnesses in accordance with the arrangement it has made with its witnesses.

15.06 One issue

The Arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

15.07 Jurisdiction of Arbitrator

Past practices which may have existed from time to time prior to the 1st day of July, 1973, shall not be used as a basis for interpretation of this Agreement and practices existing since the above date may be considered only where the language of the Contract is so ambiguous that the intention of the Parties as to its meaning and application can be ascertained in no other manner. The Arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator's award shall be final and binding.

ARTICLE 16 — ARBITRATION (NORTHGATE)

16.01 Arbitrable issues

The arbitration procedure shall extend only to those issues which are **arbitrable** under this Agreement and only if the grievance was properly and timely filed and meets the requirements of the Article 14, Grievance Procedure.

16.02 Arbitration

Notification of the desire to seek arbitration shall be in writing and shall state the issue proposed to be submitted to arbitration, the provision or provisions of the Agreement on which the claim rests or out of which the dispute arises and the redress demanded.

If the Parties are unable to agree upon a person to serve as the impartial Arbitrator within ten (10) days after Arbitration has been requested in writing, the Parties shall jointly request the Federal Mediation and Conciliation Service to name a panel of five (5) Arbitrators. From this panel the Parties shall attempt to agree upon an Arbitrator, utilizing, if necessary, the method of alternating strike-offs. The one remaining shall be the Arbitrator. However, if one Party objects to all of the names on the panel, an additional panel of names shall be requested and the Parties shall proceed as above. Each Party will be permitted to reject a maximum of one panel. It is agreed that the Party filing the grievance shall make the first strike.

16.03 Expenses and Fees

The expenses and fees of the impartial Arbitrator shall be borne equally by the Union and the Company. At the Arbitration Hearing, both the Union and the Company shall have the right to call any witnesses whose testimony may be pertinent to the issues of the case and each Party shall bear the expense of its own witnesses.

16.04 Jurisdiction of Arbitrator

Past practices which may have existed from time to time prior to the 1st day of July, 1973, shall not be used as a basis for interpretation of this Agreement and practices existing since the above date may be considered only where the language of the Contract is so ambiguous that the intention of the Parties as to its meaning and application can be ascertained in no other manner. The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator's award shall be final and binding.

16.05 Arbitration of Single Grievance

The Arbitrator shall not deal with more than one grievance without the mutual consent of the Company and the Union.

ARTICLE 17 — NO STRIKE, NO LOCK-OUT

17.01 Since this Agreement provides for final settlement of all differences between the Parties to, or Employees bound by this Collective Agreement through Article 15 and 16, Arbitration, there shall be no stoppage of work by the employees nor Lock-Out of Employees by the Company.

17.02 It shall not be a violation of this Agreement, or cause for discharge of ~~any employee~~, in the ~~performance~~ of his duties, to refuse to cross a legal picket line **recognized** by the Union. The Union shall notify the Company as soon as possible of the existence of such picket line.

ARTICLE 18 — HOURS OF WORK AND OVERTIME

18.01 Preamble

It is understood that the provisions of this Article shall apply to all employees with the exception of Potash Drivers.

18.02 Definition of Workday

A workday shall be defined as a twenty-four (24) hour period commencing with the start of the employee's regularly scheduled shift.

18.03 Definition of Workweek

The Workweek shall be the ~~period~~ commencing at 12:01 a.m. on Sunday and ending at 12:00 p.m. on the immediately following Saturday.

18.04 No Guarantee

Nothing contained herein shall be construed as a guarantee of hours of work per day or per week.

18.05 Hours of Work

The basic workday shall be eight (8) hours of work per day and the basic workweek shall be forty (40) hours of work per week consisting of five (5) consecutive days of eight (8) hours each.

18.06 Overtime Pay

An employee will be paid one and one-half (1 ½) times his regular straight time hourly rate of pay for all work performed in excess of:

1. Eight (8) hours in a workday to a maximum of two (2) overtime hours, (it being understood that this provision does not apply to work over eight (8) hours occasioned by regularly scheduled shift changes or changes in shift schedules at the employee's request.
2. Forty (40) hours during a workweek.
An employee will be paid two (2) times his regular straight time hourly rate of pay for work performed:
 - (i) In excess of two (2) overtime hours in any one workday.
 - (ii) On scheduled days of rest.
 - (iii) On designated holidays.

It is understood that the above will not apply where an employee is called out to work and works continuously into the beginning of his next scheduled shift. Such will be governed by the **Callout** Provision.

Payment of overtime shall be made as provided above in the manner which gives the employee the greatest number of overtime hours. There shall be no duplication of weekly and daily overtime, nor pyramiding of overtime on overtime.

18.07 Days Off

An employee's days off will be consecutive but in a situation where contractual requirements force the Company to require an employee to work on his scheduled day off then the provisions of Section 18.06 shall apply.

18.08 Shift Schedules

The Company will develop and post shift schedules at least once a week in advance of the effective date of such schedules. It is agreed that the Company will not

change shift schedules for the purpose of avoiding the payment of overtime.

18.09 Changes in Shift Schedule

The Company will give an employee twenty-four (24) hours notice of any change in the employee's shift schedule. If less than twenty-four (24) hours notice is given, the employees affected by the change will be paid one and one-half (1½) times his regular straight time rate for the first two (2) hours and two (2) times his regular straight time rate for the balance of hours worked on the first scheduled shift of such changed schedule. This provision is not applicable when a **callout** runs into an employee's regular **scheduled** shift. Such will be governed by the **callout** pay provisions of this Article.

18.10 Shift Starting Times

(i) The normal shift hours for the shop shall be as follows:

Day Shift	7:00 a.m. to 3:30 p.m. ½ hour unpaid lunch period.
Afternoon Shift	3:00 p.m. to 11:30 p.m. ½ hour unpaid lunch period.
Night Shift	11:00 p.m. to 7:30 a.m. ½ hour unpaid lunch period.

Employees will take their one-half (½) hour unpaid lunch period during intervals between three and one-half (3 ½) hours after the commencement of an employee's shift and five (5) hours after the commencement of such shift.

(ii) The normal shift hours for Northgate Employees, and Dispatcher-Clerks shall be as follows:

Day Shift	8:00 a.m. to 4:00 p.m.
Afternoon Shift	4:00 p.m. to 12:00 midnight
Night Shift	12:00 midnight to 8:00 a.m.

It is understood that the above employees will eat their lunch while on duty.

- (iii) Shift starting time for all employees **shall** not vary more than one (1) hour from the normal starting times of 8:00 a.m., 4:00 p.m. and 12:00 midnight and any change in shift starting times outside of that permitted in this section will be allowed only by mutual agreement of the Parties.

18.11 Callout Pay

If an employee who has left the Company premises is called out to work outside his regular hours, he shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) his straight time rate for the first two (2) hours and two (2) times his straight time rate for all hours worked thereafter. An employee so called out shall not be required to perform routine work, after he had completed the work for which he was originally called out, excepting that he may be required to perform other emergency work consistent with his shifts and arising during the period of the **callout**.

The above **callout** provision will not apply to any employee who is called out to work continuously into the beginning of his scheduled shift. In such case, he will be paid a minimum of two (2) hours at the rate of one and one-half (1½) times his regular straight time hourly rate of pay, or the applicable overtime rate, whichever is the greater, for all hours worked prior to his scheduled shift and will be permitted to work to the end of his regular shift. Employees on such **callout**, in order to receive the two (2) hour minimum pay must report for work within a reasonable period of time.

18.12 Reporting Pay

If an employee reports for work after having been scheduled or notified to and has not been previously notified in advance of his reporting time not to report, he will be given four (4) hours work or, if work is not available, he shall receive four (4) hours pay at straight time in **lieu thereof**. However, this clause shall not apply in the event of a power failure, major equipment **failure**,

that results in the shutdown of a **Department** or the **plant**, fire, poor road conditions, or other causes beyond the control of the Company.

18.13 Shift Relief

No employee assigned to a rotating shift or continuous operation shift shall leave at the end of his shift until his relief reports, unless he is relieved by a Supervisor.

18.14 Distribution of Overtime

Overtime work will be distributed as equitably as is reasonably practical among qualified employees.

18.15 Maintenance of Balance of Overtime

If the balance of the overtime hours worked among a group which normally shares overtime work is not properly maintained because of improper allocation and a grievance is filed, and as a result an employee's case is proven, then the off-balance overtime condition shall be identified and the imbalance corrected as soon as practical until a fair balance in the overtime distribution is **re-established**.

18.16 Mutual Exchange of Shifts or Days Off

The mutual exchange of shifts or **days** off shall be permitted on the request of the employees involved after the completing and filing with the Company of a waiver form by each employee.

18.17 Overtime Meals

Employees who are required to work three (3) hours or more overtime and who were not so notified on their previous shift, shall receive a meal or **\$5.34** in lieu thereof increasing to **\$5.45** on June 1, 1989 and **\$5.56** on December 1, 1989.

ARTICLE 19 — WAGES

19.01 Wage Scale

The wage rates set forth in Appendix "A" reflect a **2%** increase on June 1, 1989 and a **2%** increase on December 1, 1989.

A lump sum payment will be made to all employees who have seniority of \$300.00 upon signing of this Agreement and \$300.00 on June 1, 1988.

19.02 Other Classification

Any employee temporarily assigned to work in a higher paid classification than his own, shall be paid at the higher rate, for all hours worked, provided he works for more than one (1) hour in any one (1) day.

19.03 An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.

19.04 An employee other than Potash Drivers working during the afternoon or night shift shall receive a shift premium of forty-two (~~42~~) per hour.

19.05 Waiting time shall be paid to a Potash Driver every time he has to stop his unit and waits due to the following conditions only:

- i) Malfunction of load-out equipment at I.M.C. caused by mechanical or power failure.
- ii) Malfunction of unloading equipment at Northgate caused by mechanical or power failure.
- iii) Lack of railway cars at Northgate.
- iv) Road tie-ups caused by snowstorms, road construction, impassable road conditions.
- v) In the event of vehicle breakdown, a Driver must notify the Company as soon as possible. Wait-time shall apply for time involved with breakdown as well as travel time if instructed to return to Esterhazy Terminal.
- vi) If a driver is required to wait beyond the 45 minute notification time, the time in excess of forty-five (45) minutes will be classed as wait-time.

19.06 The wait-time rate shall be \$8.58 per hour increasing to \$8.75 on June 1, 1989 and \$8.93 on December 1, 1989.

19.07 A maximum of ten (10) hours paid wait-time will be paid in any twenty-four (24) period. In calculating wait-time, tachometer cards will be used. In respect of wait-time at I.M.C. and/or Northgate, thirty (30) minutes will be deducted in either case for normal loading and unloading time.

19.08 Notwithstanding the above, wait-time pay will only be paid during the period a Driver has care and custody of his unit.

19.09 If due to any of the conditions in Section 19.05, a Driver is forced to remain at Northgate, Alameda, Carlyle, Langbank or Whitewood for more than four (4) hours, the Company will pay for his transportation and meals at \$5.34 per meal, (increasing to \$5.45 on June 1, 1989 and \$5.56 on December 1, 1989) and will pay for his hotel accommodation if same is required and authorized.

19.10 If a payday should fall on a holiday, cheques will be issued on the preceding day to the holiday.

19.11 A rate of \$5.59 per tire change will apply to Potash Drivers increasing to \$5.70 on June 1, 1989 and \$5.81 on December 1, 1989.

19.12 When a Potash Driver has been called and reports for work, he shall be paid a minimum of three (3) hours pay at wait-time rate if a trip is not available to him within one (1) hour of the elapsed forty-five (45) minute notification time.

19.13. A Potash Driver who makes more than six (6) completed trips per week will be paid a premium of \$30.00 extra for each trip in excess of the sixth (6th) trip in a week. Potash Drivers dispatched between 12:01 a.m. Monday and 8:00 a.m. Monday shall be paid a premium of \$30.00 for that trip.

19.14 When authorized by Management to do work, the Driver's hourly work rate shall be the trip rate divided by eight (8). If a loaded truck is taken from the Esterhazy

Terminal, it shall be paid on the basis of a full trip.

19.15 Any pay adjustments shall be clearly itemized on the pay statement.

ARTICLE 20 — NEW OR CHANGED JOBS

20.01 If the Company should combine job classifications, change job classifications and/or establish new job classifications, the Company shall develop appropriate wage rates for the combined, changed or new job classifications in relation to jobs, job classifications and wage rates then in effect hereunder and will put such rates into effect. The Company will notify the Union, in writing, fifteen (15) days prior to such rates being placed into effect and, if requested, will meet with the Union to discuss the said rate(s).

20.02 If the Union disagrees with the rate or rates so established after such rates have been in effect for thirty (30) working days, a grievance may be filed within fourteen (14) days thereafter in the second step of the Grievance Procedure, Article 14.

20.03 If the above matter is processed to arbitration under Article 14, the Arbitrator shall, in determining the rate(s), do so in relationship to the established jobs, job classifications and wage rates as shown in Appendix "A".

ARTICLE 21 — HOLIDAYS

21.01 Observed Holidays

Holidays to be observed under this Agreement are as follows:

- ☞ New Year's Day
- ☞ Heritage Day (To be observed on the Fourth Friday - February)
- ☞ Good Friday
- ☞ Victoria Day
- ☞ Dominion Day
- ☞ First Monday in August

- ☛ Labour Day
- ☛ Thanksgiving Day
- ☛ Remembrance Day
- ☛ Christmas Day
- ☛ Boxing Day

21.02 It is understood herein that the above holidays refer to the Canadian Holidays and will be observed as such at both Esterhazy and Northgate.

21.03 The above named holidays when not worked by an employee shall be paid as hereinafter provided. No employee will be entitled to be paid for a general holiday on which he does not work where he is not entitled to wages for at least ten (10) working days during the thirty (30) calendar days immediately preceding the general holiday and works his first regular scheduled shift after the holiday unless the employee is legitimately absent.

21.04 Holiday Pay

An employee eligible for holiday pay under the provisions of this Article shall receive eight (8) hours straight time pay at this regular straight time rate except for Potash Drivers who will receive the trip rate.

21.05 If an eligible employee is required to work on any above mentioned holidays, he shall be paid two (2) times his regular straight time hourly rate for all hours worked on the designated holidays in addition to his eight (8) hours straight time pay. An employee who is scheduled to work on a Holiday and fails to report for such work, will not be entitled to Holiday pay as set forth in the first paragraph of this Section except if the employee is legitimately absent. For purposes of computing Potash Drivers' entitlement for work on Holidays, the trip rate will be used.

21.06 When a designated holiday falls at anytime during an employee's annual vacation, he shall be provided an additional day off with pay immediately preceding or following his vacation period. Whether preceding or

following is to be mutually agreed by employee and Management.

21.07 When a designated holiday falls during an employee's day of rest, he shall be provided an additional day off with the day immediately preceding or immediately following his day of rest. Whether preceding or following is to be mutually agreed by employee and Management.

21.08 Potash Drivers dispatched between 12:01 a.m. and 8:00 a.m. immediately following a General Holiday shall be paid a premium of \$30.00 for that trip.

ARTICLE 22 — ANNUAL VACATIONS

22.01 An employee with one (1) year of continuous service will be eligible on his anniversary date to two (2) weeks of vacation.

22.02 An employee with two (2) years or more of continuous service will be eligible on his anniversary date to three (3) weeks of vacation.

22.03 An employee with ten (10) years or more of continuous service will be eligible on his anniversary date, to four (4) weeks of vacation.

22.04 An employee's vacation pay will be calculated on the employee's earnings from May 1st of one year through April 30th of the following year.

22.05 An employee whose continuous service as of April 30th is governed by the provisions of Article 22, 22.02 will be paid 8% of his total earnings as set forth in Article 22, 22.03 and a one hundred and fifty dollar (\$150) vacation bonus. Vacation bonus shall be issued on a separate cheque.

22.06 Vacations are not cumulative and cannot be carried over to the following vacation year.

22.07 Vacation pay shall be issued to the employees two

(2) weeks prior to the vacation shutdown or two (2) weeks prior to leaving on vacation.

22.08 Due to the nature of the operations involved herein, it is understood and **recognized** that, in order to achieve orderly and efficient operations, a vacation shut-down period can be designated by the Company, provided such shut-down period falls during the school summer vacation period of the Potashville School Unit. During such designated period, the employees will be required to take their vacation.

22.09 If the Company does not designate a vacation period as above provided, then vacations will be allotted on a seniority basis* taking into account production requirements.

22.10 Notwithstanding the above provisions, an employee and the Company may mutually agree to an employee's vacation period.

22.11 If the Company does not designate a vacation period as above provided, then vacations will be allotted on a seniority basis taking into account production requirements.

22.12 Notwithstanding the above provisions, an employee and the Company may mutually agree to an employee's vacation period.

ARTICLE 23 — LEAVE OF ABSENCE

23.01 Personal Leave

1. The Company may grant a personal leave of absence for a period of up to fourteen (14) calendar days. Such leave may be extended by mutual agreement of the parties. It is understood that the Company will consider, when deciding to grant or refuse a request for such leave:
 - a) Whether such leave will interfere with the business and operational requirements of the Company;

- b) Whether a qualified replacement is available to replace the employee during the leave;
 - c) Whether the request for leave is justifiable;
 - d) Whether the denial of such leave would cause undue hardship to the employee.
2. An employee who requests a leave of absence shall request such leave in writing at least one (1) week in advance of such leave unless there was no possibility that the employee had such prior knowledge of the necessity of the leave.
 3. An employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the Company.
 4. Any abuse or falsification of the provisions of this section by any employee may subject that employee to disciplinary action.
 5. By mutual agreement between the Parties, Potash Drivers may be allowed to work days only if due to health or personal family reason of the employee.
Drivers who are allowed to work days, by virtue of this Article, will do so from Tuesday to Saturday inclusively.
In no event will these drivers be allowed to run more trips on a weekly basis than the regular board drivers with the least number of trips. The Saturday trip may be run after ten hours off.
 6. An unpaid leave of absence will be granted by the Company for the purpose of an employee writing examinations pertaining to his or her trade.

23.02 Sick Leave of Absence

1. **The** provisions of this sick leave of absence sec-

- tion do not affect sick leave benefits specified elsewhere in this Agreement.
2. Employees shall be granted a sick leave of absence, without pay provided:
 - a) The leave is for any personal illness or injury and the employee is actually physically unable to report for or to do his regular work.
 - b) The leave shall be for a maximum period of twenty-four (24) calendar months or a period equal to the employee's seniority, whichever is lesser, however, for this purpose, every employee is considered to have a minimum of one (1) year's seniority.
 3. In all cases of medical sick leave, the employee shall prior to returning to work and upon a request of the Company, submit to a medical examination by a qualified practitioner, at the Company's expense, to insure that the employee then has the required health qualifications.
 4. Should the **employee** return to work following the leave of absence, the Company will reinstate the employee in his former job, if the job is still in existence and unchanged in content, provided the employee is still qualified to perform the work. If the job has been abolished or its content changed, the employee may displace the junior employee is a job grade which is equal or below his former job grade.
 5. If the **Employee** is requested to submit written evidence for this absence, it must be presented prior to the commencement of his third shift.

23.03 Union Leave of Absence

The Company shall grant a Union leave of absence for Union business, Union conventions and a formal Union educational program, without pay, to an employee provided:

- a) The absence will not interfere with the business and operational requirements of the Company;

- b) A qualified replacement is available at the time of the leave;
- c) The Union requests the leave, in writing, at least one (1) week in advance of such leave, unless there was no possibility that the Union had such prior knowledge of the necessity for the leave;
- d) It is further agreed that no more than four (4) employees shall be absent for more than seven (7) calendar days at any one time. Consideration will be given for special circumstances which may require extensions.

23.04 Extended leave of Absence for Union Business

1. An extended leave of absence, without pay but with maintenance and accumulation of seniority shall be granted an employee designated by the Union for the conducting of full-time Union business. Said leave shall be for a maximum period of one (1) year unless extended by mutual agreement of the Parties for up to another one (1) year period.
2. Should the employee return to work following the leave of absence, the Company will reinstate the employee in his former job, if the job is still in existence and unchanged in content, provided the employee is still qualified to perform the work. If the job has been abolished or its content changed, the employee may displace the junior employee in a job classification which is equal or below his former job classification.

23.05 Jury Leave and Crown Witness Leave

1. When an employee, other than a probationary employee, is summoned to and reports for jury duty or Crown witness duty, he shall be paid the difference between the daily amount received for jury service or Crown witness services, performed on a day that he otherwise

would have been scheduled to work and does not work.

2. Such compensation shall be payable only if the employee presents a written statement from the appropriate Court Official showing the date and time served and the amount of payment received on each date.

23.06 Funeral Leave

1. In the case of the death of a member of the immediate family of an employee, the Company when requested in advance, will grant a maximum of three (3) days' paid Funeral Leave to be taken between the day of death and one day after the day of the funeral. It is understood that such paid leave will not be granted in instances when the employee otherwise eligible, does not attend the funeral.
2. For the purposes of this section, "immediate family" shall include the employee's spouse, children, mother or step-mother, father or step-father, brother, sister, mother and father-in-law and grandparents of husband or wife and grandchildren of husband or wife.

Special consideration will be given to leave of absence without pay in the event of a death of other relatives, associates or friends. **Common-law Status** shall be **recognized** if the arrangement has been permanent for at least six (6) months and the employee has notified the Company of the Common-law Status prior to the bereavement.

3. An employee may request and will be granted up to an additional fourteen (14) days leave without pay, provided such request is made in writing.
4. The employee will not be entitled to funeral leave pay for any day falling within the three (3) day leave of absence which is not a scheduled workday for the employee, or when the

employee is absent from work **due** to vacation, holiday, injury, illness or leave of absence.

For each day of the three (3) day leave of absence for which the employee is eligible to receive pay, he shall be paid eight (8) hours straight time pay at the rate of his assigned job classification except for Potash Drivers who shall be paid their trip rate for actual trips missed, to a maximum of four (4) trips. However, no payment will be made unless written evidence has been submitted prior to the commencement of the employee's third shift.

23.07 Special Time Off With Pay

1.
 - a) Under special circumstances, an Employee will be granted time off with pay up to a maximum of three (3) days per calendar year. Employees will accumulate unused days each calendar year. No pay out of accumulated days shall be made except when an employee is required to be absent as provided hereinafter.
 - b) After attaining one (1) year of seniority, new employees shall be entitled to special time off.
 - c) An employee who is eligible to receive pay shall be paid eight (8) hours straight time pay at the rate of his assigned job classification except for Potash Drivers who shall be paid their trip rate for actual trips missed, to a maximum of six (6) trips per week. One trip will equal one special time off day.
2. Special time off with pay may be taken for:
 - a) Illness or nonoccupational accident of the employee;
 - b) Illness of the spouse or child of an employee if such illness causes hospital confinement, or bed confinement of the spouse if so directed by a Doctor. Illness shall be interpreted to include pregnancy related illness and delivery of a child. Common-law status as defined in Ar-

Article 23, 23.06 (2) will be **recognized** for the purpose of this section.

When an employee is required to attend a member of his immediate family due to the critical nature of their illness or injury, the spouse, child, mother, father, sister and brother **shall be recognized** as immediate family.

- c) Dental appointments of the employee;
 - d) Appointments to see an eye specialist or optometrist for examination.
3. Pay will commence on the second consecutive **workday** of absence **except:**
- a) If the employee is **hospitalized** or is off work due to an accident, it will become effective on his first workday.
 - b) For required dental appointments of the employee only, it will become effective on his first workday. An employee shall be limited to two **(2)** days per calendar year. For required eye examination appointments of the employee only, it will become effective on his first workday. An employee shall be limited to one **(1)** day per calendar year.
 - c) In the case of Section **23.07 2 b)** above, pay will be limited to a maximum of two **(2)** consecutive workdays on any one instance and will commence on his second consecutive workday.
 - d) If an employee leaves work because of illness during the first four **(4)** hours of his shift, that day will be counted in calculating his waiting period.
4. In order to receive such pay, the employee will provide the Company with a Medical Certificate or other proof of entitlement, as may be required by the Company.
5. When an employee is absent under this Article and a designated Holiday occurs, he shall only be paid eight **(8)** hours at his regular straight time rate and

- such payment shall not result in a reduction of any of the days off as described in 23.07 (1) above.
6. It is understood that disability benefits as provided in Article 24, Employee Benefits, are only payable after an employee has exhausted the sick pay benefits detailed in this Article.

ARTICLE 24 — EMPLOYEE BENEFITS

24.01 The employees of the Company who work out of Northgate will be covered by Blue Cross - Blue Shield and the Company will, for the duration of this Agreement pay seventy-five (75%) percent of such monthly premiums and the balance of such monthly premiums will be paid by employees working out of Northgate.

24.02 The Company will provide for the duration of this Agreement, an opportunity for non-probationary employees to participate in a Life Insurance and A & S Weekly Indemnity Program as follows. This plan is fully explained in the booklet entitled "Group Insurance Plan."

- i) Life insurance - One (1) times earnings based on previous year's earnings.
- ii) Double Indemnity — on the basic amount.
- iii) A & S Weekly Indemnity (on a first day non-work connected injury and a fourth day sickness basis reverting to first day in the event of employee hospitalization) — an amount equal to 66⅔% of the employee's weekly earnings to a maximum of the weekly amounts payable by Federal Government Unemployment Insurance Plans. The maximum length of the benefits will be 104 weeks.
- iv) Cost of the above premiums shall be frozen at the June 1, 1978 level of contribution by the employee.

24.03 Pension Plan

During the life of this Agreement, the Company will make available to the employees (after a two-year

waiting period) a pension plan detailed fully in a booklet entitled "Retirement Plan." The employee **will** contribute to the plan an amount equal to **5%** of his basic earnings less the amount contributed by him to the Canada Pension Plan.

Subscription to this plan by the employee will be optional.

24.04 Miscellaneous Benefits

- i) As long as the commercial coverall cleaning service is available in the Esterhazy area, the Company will pay the cost of three **(3)** clean pair of coveralls per week to garage personnel.
- ii) Mechanics will be given a premium of **twenty-five cents (.25¢)** per hour in consideration of use of their own tools. Each mechanic will be expected to have enough tools (dimensions up to $\frac{1}{2}$ inch) to practice his trade.
- iii) The employees will purchase their own uniforms (colour must be Company approved, brown or blue), coveralls, smocks and parkas. The company will pay for **50%** of these purchases. Maximum purchase with refunds will be 2 shirts, 2 jackets and 2 pants or equivalent values annually. Shop and Northgate employees may purchase safety boots on the above basis.
- iv) The company will supply hard hats and winter liners, safety glasses and/or safety prescription glasses and gloves (winter mitts and wet suits for Northgate, and shop employees) as required. Employees shall be required to sign for receipt of same.

Used or worn safety apparel may be exchanged free of charge, provided such is not abused, lost or misplaced and upon termination, all issued apparel must be returned. Failure to do so **will** result in payroll deduction at cost for such items.

- v) Car plug-ins, where available will be provided free of charge to employees.
- vi) Hand air tools which are owned by mechanics and have been authorized for work performed on behalf of the Company, will be repaired by the Company provided that they are not covered by warranty or have not been abused.

ARTICLE 25 — NOTICES

25.01 Any notices required to be made to one Party or the other shall be addressed as follows:

TO THE COMPANY:

Kleysen Transport Ltd. and/or Kleysen, Inc.
1495 Pembina Hwy.
Winnipeg, Manitoba R3T 3N5
ATTENTION: Vice-President, Personnel
cc: Kleysen Transport Ltd.
P.O. Box 188
Esterhazy, Saskatchewan S0A 0X0

TO THE UNION:

Local 892, E.C.W.U.
ATTENTION: Unit Chairman, Kleysen Division
Esterhazy, Saskatchewan S0A 0X0
cc: Del Josephson
National Representative, E.C.W.U.
Room #111
2709 - 12th Avenue
Regina, Saskatchewan S4T 1J3

ARTICLE 26 — WORK BY SUPERVISORS

26.01 It is recognized that the duties of a Supervisor are of a supervisory nature. Accordingly, Supervisors shall not perform work, such as that performed by the employees covered by this Agreement, except:

- i) In emergencies for protection of Company

- property and/or the safety and health of employees.
- ii) In the direct instruction and direct training of employees.
 - iii) Work of a research and development nature.

26.02 The Union agrees that the following employees are excluded from the provisions of Section **26.01** above, Yard Foreman, General Foreman, Shop Foreman, Purchasing Agent, Dispatcher, Northgate Supervisor. Working Supervisors shall work in their area of supervisions and the Yard Supervisor shall continue to do work he has done in the past. However, such Supervisors shall not drive a truck for production purposes.

ARTICLE 27 — BULLETIN BOARDS

27.01 The Company will provide the Union bulletin boards in appropriate places where employees will be able to see and read them. Bulletin boxes supplied by the Union will be affixed in agreed upon locations-so that the Union Bulletins may be distributed.

27.02 All Union matters to be posted on the bulletin boards shall bear the signature of the designated representative of the Union and such other notices as may be agreed upon by the Union and the Company, and shall be initialled by the Branch Manager or his designated representative.

27.03 The Union agrees that said notices to be posted or distributed shall not be inflammatory nor political.

27.04 The Company and Union agree that the posting or distribution by employees of notices, pamphlets, advertising, or political matters will not be sanctioned.

ARTICLE 28 — UNION COMMITTEES

28.01 The Company agrees to recognize certain employees, as designated by the Union, as members of mutually agreed Committees, for the purpose of dealing with matters within the jurisdiction of the Committee.

28.02 The Company will recognize a Grievance Committee of the Union which shall consist of a maximum of three (3) persons selected by the Union, one of whom shall act as the Chairman.

28.03 A representative of the National Union and/or authorized agent of the Local Union shall, upon prior request of the Union, be admitted to the Company premises during working hours for the purpose of participating in the settlement of pending grievances at the Third Step.

28.04 The Company agrees that the Union Committee members other than Potash Drivers shall not suffer loss of regular straight time pay as a result of attending Grievance meetings, mutually agreed upon Union/Management meetings, and/or Safety & Health Committee meetings, and/or Disciplinary meetings, provided no payment of wages shall be made to a Committee member on his day off, or on his off-duty hours. In the case of Potash Drivers, all time spent at attendance of such meetings shall be classified as on-duty hours and they shall be paid a minimum of one (1) hour at the wait-time rate for their attendance at such meetings.

28.05 Negotiating Committee

The Company shall recognize a Negotiating Committee of the Union which shall consist of a maximum of five (5) persons selected by the Union, one of whom shall act as Chairman. The Committee shall consist of at least one (1) representative from each of the following departments: Shop, Potash Drivers, Northgate & Kayway Industries, Inc.

28.06 The Negotiating Committee may have the assistance of its designated National Representative in negotiations with the Company.

28.07 Effective with the next subsequent negotiations on a new Collective Bargaining Agreement, the Company agrees to pay the members of the Negotiating Committee of the Local Union, as designated in Section 28.05

above for scheduled time lost, six (6) hours pay at the employee's straight time rate of pay for each day of negotiations with the Company. In the case of Potash Drivers, their straight time rate of pay will be calculated by dividing their trip rate by eight (8). The above is limited to those negotiating sessions prior to the appointment of a Conciliation Officer or Board or those negotiating sessions prior to a work stoppage.

28.08 The Steward structure in existence at the inception of this Agreement, shall not change during the term of this Agreement except by mutual agreement of both Parties.

The Union may designate an alternate for each Steward. The alternate shall function as the Steward on those occasions, when the regular Steward is absent from the operations for a full shift and only after the Company has been duly advised by the President or the Chief Steward.

The Union will furnish a written list to the Branch Manager or his designated representative, showing the names of Executive, Stewards and Committee members and will keep the list current in writing. Only Union members whose names appear on this list will be recognized by the Company for any reason.

28.09 General

No person shall solicit membership in the Union or in any other labour organization, or collect dues, initiation fees, fines or assessments for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time except to the extent expressly provided for in the Agreement and by- the applicable laws.

**ARTICLE 29 — DISPATCH PROCEDURE
(POTASH DRIVERS)**

29.01 All drivers when working in the classification Potash Driver, will operate as one Pool Board.

29.02 The Pool Board will be initially established by arrangement of drivers' names in seniority order.

29.03 Upon leaving the terminal at Esterhazy, the Driver's name will revert to the bottom of Pool Board list for next assignment.

29.04 No driver will be required to report for duty until called or notified. Such notification, if possible, will be made not less than forty-five (45) minutes prior to when a driver is expected to report to work. If a driver is required to wait beyond the forty-five (45) minute notification time, Article 19, Section 19.09 will apply.

No request to report to work will be made to a driver sooner than ten (10) hours after his last run. In the event of a Potash vehicle breakdown causing a driver to run behind schedule, such driver may be called for duty, if he so requests, after being off duty for only eight (8) hours and such eight (8) hour off duty time shall continue until he is back in his respective slot on the Pool Board, or until the end of the week, whichever occurs first. In any event, all drivers shall resume their regular positions at the beginning of every week.

29.05 Drivers will be notified by telephone (which service they must maintain) of dispatch assignment. It is the employee's responsibility to keep the Company informed of changes in telephone numbers.

If, after three (3) calls at least ten (10) minutes apart, the Driver is not contacted, it is assumed that the Driver is not available and the Driver will be booked off. If long-distance calls have to be made to assign loads, they will be at Company expense.

29.06 Drivers booking off will have their names removed from the Pool Board. Drivers must request a book-off in person, except in the case of an emergency.

When booking back on, a driver's name will be placed at the bottom of the Pool Board when his original position comes to the back of the Pool Board.

29.07 Notwithstanding the above procedures, a Driver attending Union/Management Meetings will remain at the top of the Pool Board.

29.08 The above provisions may be changed by mutual agreement in writing of the Parties, at any time.

29.09 The Company while in no way guaranteeing six (6) Potash Trips per week will make an effort to provide at least six (6) trips per week for senior Potash Drivers, when it is practicable and economically feasible to do so. This may lead to a reduction in the work force but does not necessarily mean a corresponding reduction in operating units.

29.10 A driver may be granted an **authorized book-off** for good and valid reasons. It will be the driver's responsibility to obtain **authorization** from the Company in advance of his book-off. If the driver is requested to submit written evidence for his book-off, this **must** be presented prior to commencement of his third shift on his return or his book-off will be treated as **unauthorized**.

An employee who takes an **unauthorized** book-off, shall be subject to the following disciplinary procedure. This will apply to all employees covered by this Agreement:

- 1) for the **1st unauthorized** book-off within a **180** calendar day period an employee will be given a written warning with a copy to the Chief Steward.
- 2) for the **2nd unauthorized** book-off within a **180** calendar day period the employee will be given a final written warning with a copy to the Chief Steward.
- 3) for the **3rd unauthorized** book-off within a **180** calendar day period the employee may be discharged from his employment with the Company.

29.11 The Company shall endeavour to issue warning

slips as soon as is reasonably practical after the infraction comes to the attention of the Company.

ARTICLE 30 — CONTRACTING OUT

30.01 The Company will not, in respect to Drivers engaged in Potash hauling at its Esterhazy operation, demote or lay-off any Driver because of the introduction of Leased units. If Leased units are used in Potash hauling and if there is a reduction of tonnage to be hauled, then, in such case, the Leased units will be reduced prior to any reduction in Company vehicles or lay-off of Company Drivers.

30.02 The Company will not in respect of its Shop operations at Esterhazy, reduce the Shop work force due to contracting out of work, provided that the above commitment shall in no way restrict the Company from contracting out work which as of the 14th of June, 1973 is normally contracted out.

ARTICLE 31 — LEGALITY AND PROVISIONS

31.01 The Agreement shall at all times conform with all applicable laws. If any Section or part of this Agreement shall be held to be invalid, the remaining provisions shall be given full force and effect as completely as if the part held invalid had not been included therein.

ARTICLE 32 — JURISDICTION

32.01 The provisions of the Canada Labour Code and and the regulations and rules of procedure made from time to time thereunder shall apply in all respects to this Agreement for the employees working out of the Esterhazy, Saskatchewan operations.

32.02 The provisions of the Labour-Management Relations Act of 1947, as amended and the regulations and rules as established by the National Labour Relations Board shall apply in all respects to this Agreement for the employees working out of the Northgate, North Dakota operations.

ARTICLES 33 — COMPLETE AGREEMENT



33.01 It is agreed that this Agreement contains the complete understanding between the Parties for the term of this contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed by mutual agreement of both Parties. Any agreement, amendments or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and signed by both Parties.

ARTICLE 34 — DURATION OF AGREEMENT

34.01 This Agreement shall be binding upon the Parties hereto from the 1st day of June, 1986 and shall remain in force and effect up to the 31st day of May, 1990 but either Party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other Party to terminate or negotiate revisions to this Agreement.

34.02 At the first meeting for commencement of negotiations, both Parties shall submit one to the other in writing their proposals for revisions to the Agreement. It is understood and agreed that only those proposals submitted in writing at the first meeting shall be subject to negotiations.

34.03 Negotiations are to commence within fifteen (15) days of notice for a revision of this Agreement, or for a new Agreement. This Agreement will remain in effect until a revised or a new Agreement has been entered into.

APPENDIX "A"

SHOP		JUNE 1/86	JUNE 1/89	DEC 1/89
Trade I				
	Heavy duty diesel journeyman	* 14.46	14.74	15.03
	4 point welder journeyman papers			
Trade II				
	Mechanic second class papers	* 13.60	13.87	14.14
	Welders first class not hi-pressure			
	Bodyman			
Trade III				
	Mechanic, welder, bodyman, tireman	* 13.02	13.28	13.54
Trade IV				
	Serviceman 1	* 12.14	12.38	12.62
	Repairman 1			
Trade V				
	Serviceman 2	* 11.28	11.50	11.73
	Repairman 2			
Trade VI				
	Labourers	9.33	9.52	9.71
	Temporary Labourers	8.59	8.76	8.94

OFFICE

Dispatcher Clerk	10.25	10.46	10.66
Caretaker	8.59	8.76	8.94

NORTHGATE

Crew Chief	12.13	12.37	12.62
Scaleman	11.03	11.25	11.48

POTASH DRIVERS

Senior (over 6 months)	102.72	104.77	106.87
Junior (under 6 months)	98.58	100.55	102.56

Probationary period pay for all classifications except Potash Drivers shall be fifteen (~~15¢~~) cents an hour less than the rates shown.

Drivers on their first training trip shall be paid eight (8) times the temporary labourer rate.

* Includes 25¢ tool allowance (Refer to Article 24.04 (ii)).

Signed on April 23, 1987

ON BEHALF OF THE UNION
LOCAL 892, E.C.W.U.

Paul Jones

Alan Hill

John Barry

Steven Purski

Don Johnson

ON BEHALF OF THE COMPANY
KLEYSEN TRANSPORT LTD.

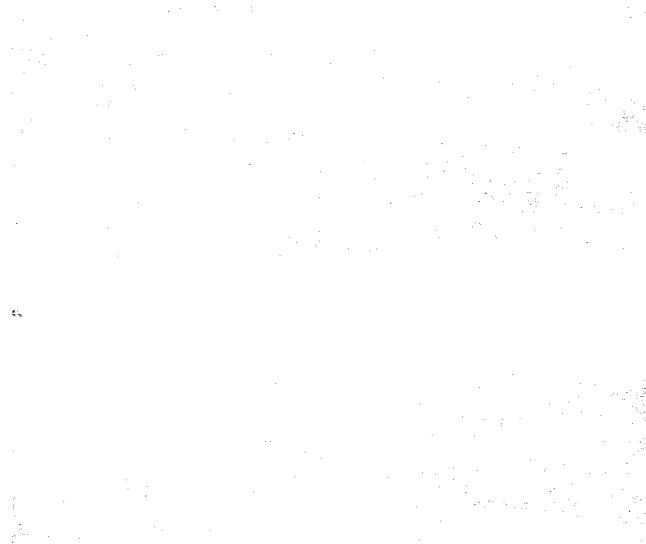
W. C. Rowley

Robert

S. J. Potts

W. C. Rowley

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