

COLLECTIVE AGREEMENT

- between -

UNIFOR LOCAL 890



- and -

PROCON MINERS (ESTERHAZY) INC.



Esterhazy, Saskatchewan November 1, 2017 to October 31, 2020

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement shall be to set forth the terms and conditions of employment affecting the employees covered by this Agreement and to provide procedures for the prompt settlement of grievances of such employees.

ARTICLE 2 - NO DISCRIMINATION

2.01 (a) There shall be no discrimination by either the Company or the Union by reason of age, sex, creed, colour, nationality, religion, political affiliation, ethnic background, sexual orientation, or Union activity as permitted by this Agreement or the Law.

(b) In all cases where the Agreement refers to a person, the references shall be of both genders (male and female).

ARTICLE 3 - SCOPE

3.01 This Agreement shall apply to all employees employed by Procon Miners (Esterhazy) Inc. in the Water Inflow Project at Esterhazy, Saskatchewan, except all managers, superintendents, supervisors, engineers, safety specialists, engineering technologists, administrative assistants, clerks, planners and trainers and summer students.

3.02 The law 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 4 - MANAGEMENT RIGHTS

4.01 The Union agrees that the Company retains and exclusively maintains and exercises all management authority and prerogatives. The foregoing is limited only by express terms and provisions of this Agreement. Any matter not specifically covered by this Agreement remains within the residual rights of the Company.

ARTICLE 5 – UNION RECOGNITION

5.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees defined in Article 3, "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

6.01 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union and maintain membership in the Union as a condition of employment.

ARTICLE 7 - UNION DUES

7.01 During the lifetime of this Agreement the Company is hereby authorized and agrees to deduct from each employee's second pay each month uniform Union dues for the current month, uniform fees and assessment and shall forward such deductions to the Secretary Treasurer of the Union or other properly designated official by the 10th day of the month following the month in which the deduction is made. A list of names and classifications 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.

7.02 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 forty (40) hours in the applicable deduction period.

7.03 The Union agrees to indemnify the Company and save it harmless from any and all claims which may be made against it for the amount of dues and initiation fees and assessments deducted from the wages of employees under this article.

7.04 The Company will include the total of Union dues deducted from an employee's earnings on the T4 slip each year.

ARTICLE 8 - UNION COMMITTEES

8.01 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.

8.02 (a) The Company will recognize a Third-Step 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 chairperson.

(b) Third-Step grievance meetings shall be conducted at a mutually agreeable time.

- (c) The Company agrees that the Union Third-Step Grievance Committee members shall not suffer loss of regular, straight-time pay as a result of attending third-step grievance meetings with the Company.

8.03 Negotiating Committee

- (a) The Company shall recognize a Negotiating Committee of the Union, which shall consist of a maximum of four (4) employees selected by the Union, one from each crew, with the Unit Chairperson to act as the representative from that crew. The local Union President and a Representative of the National Union are included on the committee and shall be in addition to the four employees above.
- (b) The Company agrees to pay the members of the negotiating committee of the local union as designated in 8.03 (a) above for scheduled time lost up to a maximum of eight (8) hours pay at the employees straight time rate of pay, including benefits, for each day of negotiations for the Company. The above is limited to those negotiating sessions prior to a work stoppage or the appointment of a conciliation officer or board.

8.04 Employee Relations Committee

- (a) The Company shall recognize the Employee Relations Committee consisting of four (4) employees selected by the Union, one of whom shall act as chairperson for the purpose of meeting with the Company for discussion on matters of mutual interest. Such meetings shall be held at the request of either party at mutually agreeable times but not more frequently than once a month unless by mutual agreement of the Parties. Mutually agreed decisions reached at such meetings shall be drafted by the Company, approved and signed by both Parties.
- (b) The Employee Relations Committee referred to above shall consist of one representative from each crew. One of the members shall be the Unit Chairperson or his designated representative.
- (c) The Union members of the Employee Relations shall not suffer loss of regular straight time pay as a result of attending meetings with the Company.
- (d) Nothing in this article prevents the Company and the Union from having informal meetings to deal with issues.

8.05 Steward Structure

- (a) The Union may, from time to time, designate stewards and alternate stewards. The alternate steward shall function as a steward on those occasions when the regular

steward is absent, provided that the alternate steward has advised the alternate steward's supervisor that the regular steward is absent and the alternate steward is assuming the regular steward's duties.

- (b) The Union will furnish a written list to the Project Superintendent or designated representative showing the names of the Executive, the stewards and the alternate stewards and will keep the list current in writing. Only employees whose names appear on this list will be recognized by the Company.
- 8.06
- (a) 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 this Agreement and by the laws of this province.
 - (b) All persons selected by the Union to act as stewards, alternate stewards or to act on any committee set forth in this Agreement shall be regular, full-time employees of the Company, who have completed their probationary period.
 - (c) The Union may have the assistance of a representative of the National Union and/or an authorized agent of the local Union present at any meeting with the Company of the committees set forth in this article.
 - (d) No employee or employee representative shall leave the job for any purpose mentioned in this Agreement without first obtaining permission from his supervisor. Such permission shall not be unreasonably withheld.

ARTICLE 9 - DEFINITION OF SENIORITY

- 9.01
- (a) Seniority is defined as continuous and active service with the Company, including predecessor contractors at the work site, since last date of hire. For full-time employees seniority will be based on date of hire. For part-time employees seniority will be based on hours paid, where 2080 hours equals one (1) year. A full-time employee who goes to part-time will have his seniority converted to hours where one (1) year equals 2080 hours. A part-time employee who goes to full-time will have his seniority converted to a calculated seniority date where 2080 hours equals one (1) year. For the purpose of the definition of seniority; when two or more employees have the same hire date the determining factor will be the alphabetical ascending order of the employee's last name at their date of hire.
 - (b) New employees shall be on probation and will not acquire seniority until they have completed one-hundred eighty (180) calendar days of employment. The probationary period will be extended by the length of any leave of absence. Upon

completion of the probationary period, the employee's seniority shall date from the employee's last date of hire. The probationary period may be extended by mutual agreement between the Company and the Union. It is understood and agreed that the termination of a probationary employee shall be deemed to be for just cause.

- (c) Students employed during a vacation period or co-op work terms shall be considered probationary employees. Students will not be employed when employees are on layoff.

9.02 **Loss of Seniority & Employment Rights**

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

- (1) Dismissal for just cause
- (2) Voluntary resignation
- (3) Failure to report for work on recall from layoff within seven (7) days of being notified in writing by registered mail at the employee's last known address of the requirement to report for permanent employment. If the time requirements cannot be met, an extension of time may be granted upon mutual agreement by the Union and Company.
- (4) Retirement.
- (5) Absence of three (3) consecutive scheduled workdays without notifying the Company and furnishing a reason satisfactory to the Company for the absence.
- (6) Completion of the Mosaic K2 Water Control project as the result of elimination of water in-flow.
- (7) Absence due to illness or injury for the length of the employee's seniority or 30 months whichever is less.
- (8) Does not report to work upon expiration of authorized leave of absence without valid reason approved by the company.
- (9) The employee is laid off for a period equal to his length of seniority, or 12 months, whichever is less.
- (10) Uses a leave of absence for a purpose other than the reason it was approved.

9.03 **Promotion from the Bargaining Unit**

- (a) An employee who accepts a permanent position within the Company, which is outside the bargaining unit, shall retain and accumulate seniority for a period of up to three (3) months from the effective date of the transfer and will be required to submit union dues. During the three (3) month period the Company may return such employee to the employee's former position in the bargaining unit and such employee shall also have the right to return to the employee's position within the bargaining unit. At the end of the three (3) month period such employee shall lose seniority rights within the bargaining unit. This period may be extended by mutual agreement between the Company and the Union.

- (b) An employee who accepts a temporary position within the Company, which is outside the bargaining unit, shall retain and accumulate seniority for the period of time he is outside the bargaining unit. If the employee remains outside the bargaining unit for longer than three (3) continuous months, he shall lose his seniority, unless the company provides a reasonable explanation to the union about why the employee is required to remain in the temporary position for a longer period of time.
- (c) The temporary vacated position will be backfilled by the next senior qualified employee on the crew.
- (d) Temporary Supervisors will not be used during periods of temporary layoff unless their seniority allows them to retain a position. The position vacated by the in-scope employee who is transferred out of scope during any period of temporary layoff will be filled by another qualified, in-scope employee recalled from layoff.
- (e) All temporary transfers shall be considered in effect until the start of the employee's next regular shift.
- (f) If a temporary supervisor is scheduled to work or has worked as a supervisor during a rotation he can only work as a supervisor for the balance of the rotation. If an employee works in scope on a holiday he can only work in scope for the rest of the rotation.
- (g) The Company shall on a monthly basis supply to the Union a list of hourly employees who have worked as temporary supervisors and the dates and number of hours worked in that capacity.

9.04 **Seniority Lists**

- (a) A seniority list shall be revised and posted on designated bulletin boards as required. Any errors in the posted seniority list must be brought to the attention of the Union and the Company before the end of the month following the posting of the seniority list. The sole remedy thereof shall consist of a correction to the seniority list.
- (b) Each month the Company shall forward to the Union a current copy of the seniority lists published in alphabetical order and in order of seniority by classification.

9.05 **Progression**

- (a) In filling permanent or temporary vacancies, permanent promotions, permanent demotions, permanent transfers and layoffs that are expected to exceed two (2) weeks, the Company shall consider the seniority and qualifications of the

employees. Where, in the opinion of the Company, the above factors are relatively equal between two or more employees, then seniority shall be the determining factor, provided the employee is able to perform the job. An unsuccessful applicant may request a meeting with management to discuss the selection process. The applicant may also request reasons for the decision in writing. The information provided to the employee shall not be used in any grievance or arbitration proceeding.

- (b) The Company agrees that employees will be given an opportunity to train in the next higher classification in the line of progression in which the employee is working. Seniority on the crew will be the primary consideration in determining the employee to be given an opportunity to train. If the senior applicant for a posted vacancy is not selected to fill the vacancy because the Company has not given the employee an opportunity to train, as set out above, then the vacancy will be filled temporarily and the senior employee will be given an opportunity to obtain the necessary training within 120 days, in order to obtain the qualifications for the position. The position will then be reposted as a permanent vacancy.

9.06 **General Conditions**

- (a) Permanent vacancies and apprenticeships, which the Company decides to fill, will be posted on bulletin boards for seven (7) calendar days. An employee who wishes to apply for the vacancy must do so within the posting period. Employees can leave a notice with their supervisor, prior to going on vacation, of desire to be considered for the vacancy. The posting will indicate whether the position is a rotating or single shift and the crew. A copy of the posting will be provided to the Union Office. Notwithstanding that the posting indicates the crew, an employee who posts to a particular crew may be reassigned to a different crew, depending on the Company's operational requirements.

When an employee leaves a posted position and the Company decides to fill the position, it will post the vacancy within fifteen (15) days of the date the employee leaves. If the Company decides not to fill the position, the Company will inform the Union within fifteen (15) days of the date the employee leaves the position and provide reasons for not filling the position. The times listed in this paragraph may be extended by mutual agreement.

- (b) The successful applicant to the position shall have a trial period of eight (8) worked shifts. During this trial period the employee may be returned by the Company to his former position or the employee may request to be returned to his former position. The Company may extend the trial period by mutual agreement between the Company and the Union.

- (c) An employee will be promoted from the Labourer classification to the Helper classification when, in the opinion of the Company, the employee is qualified and capable of performing all the duties of the Helper classification. Normally the employee would be promoted to the helper classification within six months of equivalent full time service. If an employee is not promoted within the six months he will be provided with an explanation, if requested.

9.07 Employees on the spare board will be offered work as temporary part-time replacements on a rotating basis starting with the most senior employee. Employees must be qualified and capable of performing the duties of the vacancy that is required to be filled.

ARTICLE 10 - LAYOFFS

DEFINITIONS

“Layoff” is defined as “a termination of employment at the will of the Company. Such may be temporary (e.g. caused by seasonal or adverse economic conditions) or permanent.”

“Shutdown” is defined as a reduction in the workload for a period of time two weeks or less.

10.01 (a) In the event of a planned layoff that exceeds two (2) weeks, employees will be laid off by reverse seniority within their line of progression to the M3 level, provided that the employees who are retained are qualified and meet the established performance criteria to perform the work available.

- (b) The Company will meet with the Union prior to the planned layoff to discuss the reasons for the layoff and the procedures to be followed in the layoff.

10.02 (a) An employee who is subject to layoff under the provision of Article 10.01 above may displace a junior employee who is the most junior employee in another line of progression from the M3 level up, provided that the employee is qualified and meets the established performance criteria to perform the work available. The employee so displaced may displace the most junior employee in any classification, provided the employee is qualified and meets the established performance criteria to perform the work available and the employee so displaced will be subject to layoff.

- (b) An employee who is laid off or displaced and who is unable to displace a more junior employee in the bargaining unit shall have the option of accepting the layoff or being placed on the spare board.

- 10.03 The Company shall determine the number of employees it requires on the spare board. If there are more employees who wish to remain on the spare board than the Company determines it requires, then the Company shall determine the employees to be retained on the spare board on the basis of the number required and the seniority of the employees. Those employees who are not required will be laid off.
- 10.04 Employees shall be recalled on the basis of seniority provided that the employees must be qualified and capable of performing the duties of the vacancy that is required to be filled.
- 10.05 The Company shall provide notice of layoff to employees in permanent positions on the basis set out below. The Company shall not be required to provide notice of layoff to employees who are working as a result of being on the tier two spare board. It is understood and agreed that those employees are working on a temporary basis and the Company is not required to give them notice of layoff. An employee in a permanent position, or on the tier one spare board, subject to layoff, who has been employed for at least three (3) months shall receive written notice, or pay in lieu of notice, as follows:
- one week notice if his period of employment is less than one year;
 - two weeks' notice if his period of employment is one year or more but less than three years;
 - four weeks' notice if his period of employment is three years or more but less than five years;
 - six weeks' notice if his period of employment is five years or more but less than ten years;
 - eight weeks' notice if his period of employment is ten years or more.
- 10.06 The layoff notice provisions provided in this Agreement shall not apply when a shutdown is caused by a catastrophe or other emergency situations which are beyond the control of the Company or on days the plant is not operating due to a paid holiday occurring.
- 10.07 When a displacement of any employee takes place because of layoff or reclassification and such displacement results in a change of shifts, such affected employee shall not be eligible for overtime rates on the employee's days of rest under the previous schedule unless such employee works in excess of the employee's previous scheduled regular hours averaged over the schedule cycle. Such employee will assume the days of rest under the schedule of work on the crew that the employee assumes.
- 10.08 An employee who is laid off will be paid his accumulated vacation entitlement and shall not accumulate any vacation entitlement during the time he is laid off.

10.09 Notice of recall shall be given by registered mail to the employee's last known address. It will be the responsibility of the employee to notify the Company of any change of address.

10.10 The Company shall maintain its benefits for employees who are retained on the spare board.

10.11 Severance Pay

An employee placed on lay off will have the option to remain on layoff with recall rights or elect to take severance pay as follows:

Employees who are permanently laid off shall be paid severance pay at the rate of one (1) week of pay for each full year of employment, pro-rated for a portion of a year of employment at the employee's rate of pay at the time of lay off.

Upon acceptance of severance pay, an employee's seniority and employment rights will be terminated.

An employee must choose to select this option within one year (1) from the date of actual lay off or this option to select severance pay is withdrawn.

Nothing contained herein shall prohibit the Parties from exploring other considerations affecting permanently laid-off employees.

ARTICLE 11 – GRIEVANCES

11.01 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.

11.02 An employee who believes he has a grievance must present his grievance within eight (8) calendar days of its occurrence. The Company shall not be required to consider any grievance that is not presented within eight (8) days of its occurrence. Grievances shall be presented in the following manner:

Step 1

An employee concerned may endeavour to resolve a complaint informally with the employee's immediate supervisor.

Step 2

If the complaint is not settled at Step 1 or if Step 1 is not invoked, the Union may submit a written grievance to the employee's immediate supervisor, who shall have eight (8) calendar days to respond to the written grievance. If the Union is not satisfied with the response, the Union may submit the matter to Step 3 within eight (8) calendar days of the written response.

Step 3

The employee and the steward may, within eight (8) calendar days of the date the reply is given at Step 2, submit the grievance to the Project Superintendent. A meeting will be arranged at a mutually agreeable time. The Project Superintendent shall have eight (8) days from the date of the meeting to respond to the grievance.

- 11.03 If a meeting is held for the purpose of suspension or discharge, the employee who is being suspended or discharged shall have a steward in attendance at such meeting. If an employee, who has completed his probationary period, believes that he/she has been discharged or suspended without just cause, the matter shall be presented at Step 2 of the grievance procedure in a period not exceeding eight (8) calendar days after written notice of such suspension or discharge has been sent by registered mail to the employee's last known address or after notice of such suspension or discharge has been personally given to the employee.
- 11.04 If settlement is not reached at Step 3, the grievance may be referred to arbitration as set forth in Article 12. The Union shall notify the Company of its intent to seek arbitration by written notice, served by email or registered mail, in a period not exceeding twenty-one (21) calendar days after the completion of Step 3. If such notice is not mailed within the twenty-one (21) calendar day period, the grievance shall be deemed settled on the basis of the Company's answer at Step 3.
- 11.05 The time limits in this grievance procedure are mandatory. If the Company representatives do not take the necessary action to process the grievance or provide answers within the time limits specified for any step, the grievor may refer the grievance to the next higher step, except that arbitration shall only be invoked upon the giving of proper notices provided in Article 11.04 above. 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 of Step 2 and Step 3 may be extended by mutual agreement of the Company and the Union in writing.
- 11.06 (a) Employees will not suffer any loss of regular straight time wages for time spent in grievance meetings with the Company.
- (b) The Company shall provide a copy to the Union of any written discipline within three (3) calendar days of the time the employee is given such discipline.

- (c) When an employee is discharged, the appropriate Union steward for the area may, upon receiving permission from the steward's supervisor, leave his/her duties to investigate the matter. The management reserves the right to establish the time and time limits to perform such duty. Such permission will not be unreasonably denied.
- (d) Upon receiving permission from the supervisor concerned, an employee or the appropriate steward of the Union may submit a grievance during working hours, provided only if there is no interruption in the work program. Such permission shall not be unreasonably withheld.
- (e) At the request of the employee, a shop steward from that employee's area may be present at any meeting at which the Company intends to impose formal written discipline. The role of the shop steward is to be an observer and not to interfere in the disciplinary process.

11.07 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.

ARTICLE 12 - ARBITRABLE ISSUES

12.01 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 11.

12.02 When either party refers a grievance to arbitration, the matter will be referred to a mutually agreed upon arbitrator.

12.03 After the arbitrator has been chosen by the foregoing procedure, the arbitrator shall meet and hear the evidence of both Parties at a mutually agreeable date. The decision of the arbitrator shall be final and binding on the Parties and upon any employee affected by it.

12.04 Costs

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

12.05 Witnesses

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

12.06 One Issue

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

12.07 The arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The arbitrator may consider only the particular issue or issues presented to the arbitrator and the arbitrator's decision must be based solely on the interpretation of the provisions of this Agreement.

12.08 The arbitrator shall render a decision in writing to the Parties not later than thirty (30) calendar days after the completion of the hearing of evidence and representations made to the arbitrator on the matter by the Parties.

ARTICLE 13 - NO STRIKE - NO LOCKOUT

13.01 The Union, its agents and each employee agree that there will be no strikes, slowdowns, or withholding of production and the Company agrees that there shall be no lockout.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Definition of Workday

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

14.02 Definition of Workweek

The workweek shall be the period commencing at midnight on Saturday and ending at midnight on the following Saturday.

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

14.04 (a) For those employees scheduled to an eight (8) hour work day, the normal work day shall be eight (8) hours per day and the normal work week shall be forty (40) hours of work per week, consisting of five (5) days of eight (8) hours each.

(b) For those employees scheduled to work a twelve (12) hour work day, the normal work day shall be twelve (12) hours per shift and the normal work week shall be forty (40) hours per week, which shall be based on an averaging formula for hours per week.

(c) The parties recognize that it may necessary to establish different schedules than those listed above, in which case they will meet to discuss the schedules prior to implementation. Any new schedules are subject to agreement with the Union, which will not be unreasonably withheld. But if the Company is required by Mosaic to implement a new schedule, then agreement with the Union is not necessary.

(d) An employee's normal days of rest will be consecutive unless changed by mutual agreement by the Company and the Union.

14.05 Except for circumstances outside the control of the Company, it is agreed that starting times shall not vary more than one (1) hour from the normal starting times. Any change in shift starting times outside of that permitted in this section will be allowed only by mutual agreement between the Company and the Union.

14.06 **Shift Schedules and Changes**

The Company will develop and post shift schedules at least seven (7) calendar days in advance of the effective day of such schedule. Notations in the posting shall include location and shift times. The Company will give employees twenty (20) hours' notice of any change in the employee's shift schedule. If less than twenty (20) hours' notice is given, the employee(s) affected by the change will be paid 2 times the employee's regular straight time rate for all hours worked on the first shift of such changed schedule. It is agreed that the Company will not change shift schedules solely for the purpose of avoiding overtime.

14.07 (1) In the event the Company changes an employee's shift schedule, then during the first week of such change, if the employee is required to work his days of rest under the employee's previous schedule, he will be paid for such work at overtime rates.

(2) The provision is not applicable during the first week of the new shift schedule and does not apply if a change of shifts is a result of any employee changing status due to promotion, preferential shifts or jobs or when an employee returns to the employee's original shift schedule after a temporary transfer.

(3) This provision shall not be applicable when due to breakdown of equipment or reasons unforeseen to management cause a shutdown of normal operations and when management offers the affected employees other work rather than invoke the layoff procedure.

- 14.08 (a) The normal shift hours for those employees working an eight (8) hour day shall be as posted and shall include one (1) paid meal break and coffee break.
- (b) The normal shift hours for those employees working a twelve (12) hour day shall be as posted and shall include one (1) paid meal break and two (2) coffee breaks.
- (c) Meal breaks and coffee breaks shall be scheduled by the Company. It is understood and agreed that employees shall be expected to respond to operational requirements during such breaks.

14.09 **Overtime Pay**

An employee will be paid 2 times the employee's regular straight-time hourly rate of pay for all work performed in excess of:

- (i) Employees working an eight (8) hour shift, for work performed in excess of eight (8) hours in any one workday.
- (ii) Employees working a twelve (12) hour shift, for work performed in excess of twelve (12) hours in any one workday.

14.10 An employee will be paid 2 times the employee's regular straight-time hourly rate of pay for work performed in excess of the employee's basic work week as defined in Article

14.04 It is agreed that time paid shall count as time worked for the purpose of this article. For example, time on vacation, bereavement leave, paid leave or paid holidays shall count as time paid.

It is understood that Article 14.09 and 14.10 will not apply where an employee is called out to work and works continuously into the beginning of the employee's next scheduled shift. Such will be governed by the callout provisions.

14.11 There shall be no pyramiding or duplication of time or rates for the calculation of overtime or any other premium.

14.12 The Company shall notify employees scheduled to work overtime no later than the end of the second last shift prior to the scheduled overtime.

14.13 **Unscheduled Overtime**

The Company shall have the right to require that an employee work unscheduled overtime in an emergency situation unless such employee has a reason that involves an

extreme personal emergency that will prevent the employee from working the required overtime. In such case, the required overtime work shall be assigned to another employee on the shift capable of performing the work.

14.14 Hoisting and lowering schedules will be arranged so that the amount of time collar to collar for each shift is approximately equivalent to the number of scheduled hours in that shift. Variations from such hoisting and lowering schedules, not exceeding fifteen (15) minutes, which do not occur consistently, shall be disregarded. Delays in such schedules in excess of fifteen (15) minutes shall be considered time worked at two times (2x) the employee's regular straight time rate of pay.

14.15 Hot Change premium

When an employee is required to remain at the workplace until his replacement arrives, the employee shall be guaranteed a minimum of one (1) hour of overtime at two times (2x) the employee's regular straight time rate of pay. Time over (1) hour will be rounded up and paid in fifteen (15) minute increments.

14.16 Unscheduled overtime that is not of an emergency nature will be assigned to an employee on the shift who normally performs such work. If the employee so assigned has a reasonable personal excuse for not working the overtime, it will be assigned to the other qualified employees on the shift until an employee is obtained to work the overtime. If in following this procedure it is not possible to obtain the required number of employees to work the overtime, then such work will be performed by assignment to the junior employee or employees within that normal work group on the shift, to the extent allowed by law.

14.17 if an employee works more than two (2) hours of unscheduled overtime beyond the end of his regularly scheduled shift, he will be supplied with a meal, if requested and approximately every four (4) hours of work thereafter.

14.18 In the case of unscheduled overtime, the Company will supply transportation from the plant site to such employee's home where the employee has no other means of transportation available.

When a carpool driver is required to work unscheduled overtime, the Company shall supply the members of the carpool who are not required to work overtime with transportation to their homes if there is no other means of transportation available.

14.19 Scheduled overtime of four (4) hours or more shall be on the basis of seniority, provided the senior employees have the appropriate skills to perform the work.

14.20 Callout

If an employee who has left the Company premises is called out to work outside of such employee's regular hours, the employee shall be guaranteed a minimum of four (4) hours pay at 2 times the regular straight time hourly rate of pay effective March 7, 2015.

14.21 The above callout provision will not apply to an employee who is called out to work and does work continuously into the beginning of the employee's scheduled shift. In such case, the employee will be paid 2 times the employee's regular straight time hourly rate of pay for all hours worked prior to the employee's regular shift and will be permitted to work to the end of the employee's regular shift.

14.22 Reporting Pay

If an employee reports for work after having been scheduled or notified to and has not been previously notified in advance of the employee's reporting time not to report, the employee will be given four (4) hours work or, if work is not available, the employee shall receive four (4) hours pay at straight time in lieu thereof. An employee who has no telephone or incorrect telephone number on file with the Company will be considered to have been given proper notice under this provision when the employee reports to work. It is understood that if the employee's regular job is not available the employee shall perform duties as assigned for the period referred to above. This clause shall not apply when an employee has been absent from work and fails to notify the Company of his returning at least one (1) day prior to his returning.

14.23 General (All Employees)

An employee who worked one-half the employee's rest hours or more in the rest period immediately preceding the start of the employee's next shift shall, at the request of such employee, be given such shift off from work without pay.

14.24 An employee requested by the Company to renew certification of the employee's trade papers shall be allowed time off work for such purposes.

ARTICLE 15 - WAGES AND SHIFT PREMIUMS

15.01 Wage Scale

The wage scales set forth in Appendix A and the rates shall be effective commencing at 12:01 a.m. on the date indicated in Appendix A.

15.02 There shall be a shift premium for all hours worked on the night shift of \$3.30 effective on Nov 1, 2017 for the term of this agreement.

ARTICLE 16 - HOLIDAYS

16.01

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	January 1
Family Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Victoria Day	Monday preceding May 25 th
June Stat	June 10
Canada Day	July 1
Saskatchewan Day	First Monday in August
Labour Day	First Monday of September
Thanksgiving Day	Second Monday in October
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

16.02 The above-named holidays when not worked by an employee shall be paid as hereinafter, provided the employee must be in active employment and currently working when the holiday occurs. The term "active employment" and "currently working" shall mean an employee who has not been absent for more than five (5) consecutive scheduled workdays immediately preceding the holiday. In addition, the employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the holiday. If an employee is absence without leave on the scheduled shift immediately preceding or on the scheduled shift immediately following the stat holiday, or is on Short Term Disability, Long Term Disability or WCB benefits, that employee will not receive holiday pay for that stat.

16.03 If the holiday falls on a day that is a regularly scheduled day for the employee, an employee eligible for holiday pay shall be paid the wages he would normally have received for that day, i.e. either eight (8) or twelve (12) hours pay, for all designated holidays. If an eligible employee is required to work on any of the above-mentioned holidays, the employee shall be paid 2 times the employee's regular straight-time hourly rate for all hours worked on the designated holiday in addition to the holiday pay. The paid holiday will be observed on either the first or last day of the scheduled days of work in which the paid holiday occurs. The decision about which day to select will be done by mutual agreement between the Company and the Union.

16.04 When the designated holiday falls on an employee's regularly scheduled day of rest, their next scheduled work day shall be paid at two (2) times their normal rate of pay for all hours worked on those days or they may be given an additional day of rest immediately following the designated holiday as shown in 16.01. The hours of pay or time off i.e.: either eight (8) or twelve (12) hours will be determined by the predominant shift that was worked in the week the holiday occurred.

- 16.05 When a designated holiday falls at any time during an employee's annual vacation, the employee shall be paid in accordance with Article 16.03.
- 16.06 An employee who is scheduled to work on a holiday and fails to report for such work will not be entitled to holiday pay except if the employee provides a reason satisfactory to the Company.

ARTICLE 17 - ANNUAL VACATIONS

- 17.01 An employee with one (1) year or more of continuous service but less than five (5) years of continuous service will be eligible on the employee's anniversary date to one hundred and twenty (120) working hours of annual vacation.
- 17.02 An employee with more than five (5) years of continuous service will be eligible on the anniversary of his sixth (6th) and subsequent years of service for an additional eight (8) hours of vacation up to a total of 160 hours of vacation in his tenth (10th) year of continuous service. (Vacation pay to be adjusted as well.)
- 17.03 An employee with ten (10) years or more of continuous service but less than fifteen (15) years of continuous service will be eligible on the employee's anniversary date to one hundred and sixty (160) working hours of annual vacation.
- 17.04 An employee with more than fifteen (15) years of continuous service will be eligible on the anniversary of his fifteenth (15th) year will receive 200 hours of vacation. (Vacation pay to be adjusted as well.)
- 17.05 An employee with more than thirty-one (31) years of continuous service will be eligible on the anniversary of his thirty-first (31st) year will receive 208 hours of vacation. (Vacation pay to be adjusted as well.)
- 17.06 An employee with more than thirty-two (32) years of continuous service will be eligible on the anniversary of his thirty-second (32nd) year will receive 216 hours of vacation. (Vacation pay to be adjusted as well.)
- 17.07 An employee with more than thirty-three (33) years of continuous service will be eligible on the anniversary of his thirty-third (33rd) year will receive 224 hours of vacation. (Vacation pay to be adjusted as well.)
- 17.08 An employee with more than thirty-four (34) years of continuous service will be eligible on the anniversary of his thirty-fourth (34th) year will receive 232 hours of vacation. (Vacation pay to be adjusted as well.)

- 17.09 An employee with more than thirty-five (35) years of continuous service will be eligible on the anniversary of his thirty-fifth (35th) year will receive 240 hours of vacation. (Vacation pay to be adjusted as well.)
- 17.10 Annual vacation pay shall be paid to the employee upon the employee providing two (2) weeks advance notice. Any unpaid vacation pay will be paid out in December.
- 17.11 The vacation period shall extend from January 1 to December 31 of the same year. Vacations are not cumulative and cannot be carried over to the following vacation year.
- 17.12 Annual holiday pay is calculated on an employee's total wage for a given 12-month period. The calculation is based upon the earned vacation hours
- (a) During the first five (5) years of employment, multiply the total wage for the given 12-month period by 3/52.
 - (b) During the sixth (6th) year of employment, multiply the total wage for the given 12-month period by 3.2/52.
 - (c) During the seventh (7th) year of employment, multiply the total wage for the given 12-month period by 3.4/52.
 - (d) During the eighth (8th) year of employment, multiply the total wage for the given 12-month period by 3.6/52.
 - (e) During the ninth (9th) year of employment, multiply the total wage for the given 12-month period by 3.8/52.
 - (f) During the tenth (10th) and following years of employment, up to fifteen (15) years, multiply the total wage for the given 12-month period by 4/52.
 - (g) During the sixteenth (16th) and following years of employment, up to (30) years, multiply the total wage for the given 12-month period by 5/52.
 - (h) During the thirty-first (31st) year of employment, multiply the total wage for the given 12-month period by 5.2/52.
 - (i) During the thirty-second (32st) year of employment, multiply the total wage for the given 12-month period by 5.4/52
 - (j) During the thirty-third (33rd) year of employment, multiply the total wage for the given 12-month period 5.6/52
 - (k) During the thirty-fourth (34th) year of employment, multiply the total wage for the given 12-month period by 5.8/52
 - (l) After the thirty-fifth (35th) year of employment, multiply the total wage for the given 12-month period by 6.0/52
- 17.08 Should a designated holiday fall at any time during an employee's annual vacation period, the holiday will be observed on the first scheduled work day following the end of the employee's vacation, but the employee will be paid his holiday pay on the day it occurs. If the employee is required to work on the day observed as the paid holiday the employee will be paid overtime rate for all hours worked.

17.09 If an employee is confined to a Hospital due to unforeseen circumstances during the employee's vacation, the period of hospitalization will not be counted as vacation time and, upon request, the employee may reschedule the vacation days.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave of Absence

The Company may grant leaves of absences for a period of up to fourteen (14) calendar days without pay. 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 leave:

- (a) Whether the leave will interfere with the business and operation requirements of the Company.
- (b) Whether a qualified replacement is available to replace the employee during the leave.
- (c) Whether denial of the leave would cause undue hardship to the employee.

If the Leave is used for purposes other than for reasons for which it has been granted, this may be cause for dismissal.

Other than maternity, parental and adoption leaves, on all leaves of absence of one (1) year or less, all seniority is maintained and accumulated. For leaves of absence exceeding one (1) year, seniority will be maintained but not accumulated.

18.02 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.

18.03 Sick Leave of Absence

The provisions of this sick leave of absence section do not affect sick leave benefits specified elsewhere in this Agreement.

18.04 (a) Employees scheduled for 12 hour shifts will accumulate Sick Leave as follows:

<u>Years of Service</u>	<u>Paid Sick Leave Hours in the Calendar Year</u>
<i>Less than 1 Year</i>	<i>2 hours for each complete month remaining</i>
<i>1 Year</i>	<i>24 hours</i>
<i>2 Years</i>	<i>36 hours</i>

<i>3 Years</i>	<i>48 hours</i>
<i>4 Years</i>	<i>60 hours</i>
<i>5 Years or more</i>	<i>72 hours</i>

Note: The above table applies to new employees that start after March 7, 2015. Employees already on the payroll, who have seniority rights as of the ratification date, will start at 72 hours of Paid Sick leave per calendar year.

- (b) This Article will become effective as of March 7, 2015. Hours credited to each employee under this Article will be pro-rated for the year based on the date of ratification.
- (c) Paid Sick Leave can be used for routine disability/sickness and also covers time spent for routine examinations (e.g. medical, dental, eye appointments). This time may also be taken in the case of illness of a spouse or dependent child.
- (d) An employee may use up to 12 hours per year of the Sick Leave to use as a Personal Day off. The Personal Day off requires supervisory approval similar to vacation to ensure there is adequate employee coverage at site.
- (e) Unused Sick Leave, including personal days, do not accumulate from one year to the next. Sick Leave will be credited to each employee at January 1 of each calendar year. An employee will be paid for Sick Leave as the time is used at the current rate. If any portion of the time has not been used as of December 31 of each calendar year, the employee will be paid out the balance of the unused days in the final pay period of the year at the current rate.
- (f) Should an employee retire or be permanently laid-off during the calendar year, the employee will be paid out any Sick Leave still credited to his or her account on their last pay period. If an employee resigns or is terminated for cause, he will not be eligible for pay out of any remaining credited Sick Leave.
- (g) If an employee is scheduled for a statutory holiday and they end up taking Sick Leave, they will be paid their normal statutory holiday pay at their regular straight time rate for that day. If the employee still has credited Sick Leave time available, he or she will be paid for that Sick Day and use up the appropriate number of credited hours. If the employee has exhausted his or her allotment of Paid Sick Leave before the statutory holiday, that employee will not receive paid Sick Leave.
- (h) When taking credited Sick Leave, a medical certificate will be required when an employee has been absent for a period in excess of two (2) consecutive work days.

- (i) If credited Sick Leave is exhausted for the year, an employee may take unpaid sick leave with the approval of their Supervisor. In such a case, a medical certificate will be required when an employee is absent for more than one (1) day in a row.
- (j) Sick Leave will be paid at the current rate being earned by the employee on the date of the sickness.

18.05 In all cases of sick leave, the employee(s) shall, prior to returning to work and upon request of the Company, submit to a medical examination by a qualified medical practitioner mutually agreed upon between the Company and the employee, at the Company's expense, to ensure that the employee is capable of performing the duties of his job.

18.06 Union Leave of Absence

The Company shall grant a Union leave of absence as authorized in writing by the local or national Union, without pay, 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.

It is further agreed that no more than one (1) employee shall be absent for more than seven (7) calendar days at any one time, provided that the leave has been granted pursuant to Article

18.06 Consideration will be given for special circumstances which may require extensions.

The Company will provide the Union up to a total of 600 hours of paid Union leave each year, to be taken by an elected or appointed representative of the Union. The leave will be used to carry on business related to union-management issues. Employees taking paid Union leave will request the leave, in writing, at least one (1) week in advance of such leave. The leave must be approved by the Company prior to the leave being taken.

18.07 Extended Leave for Union Business

An extended leave of absence, without pay but with maintenance and accumulation of seniority up to one (1) year, shall be granted to a maximum of one (1) employee at any one time designated by the Union for the conducting of full-time Union business on behalf of Local 890 or for Unifor. Said leave shall be for no less than one (1) month nor

more than one (1) year unless extended by mutual agreement by the Parties for up to another one (1) year period.

18.08 Jury Leave and Witness Leave

When an employee is summoned to and reports for jury duty or witness duty in a criminal court case, the employee shall be paid the difference between the daily amount received for jury or witness services and the employee's regular hourly rate of pay if the employee otherwise would have been scheduled to work and does not work.

If the employee is not needed for jury or witness duty for all the hours of the missed shift, the employee will return to work as soon as reasonably possible. Hours the employee could reasonably have worked but did not work will be deducted from the employee's pay.

18.09 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.

18.10 Bereavement Leave

(a) In the case of the death of a member of the immediate family of an employee, the Company, upon notification in advance, will grant a maximum of four (4) days paid bereavement 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.

(b) Funeral shall mean a normal funeral service held within a normal time frame following the death of a member of the immediate family and will include cremation and memorial services.

(c) An employee may request and may be granted up to an additional fourteen (14) days leave, without pay, providing such request is made in writing.

18.11 Immediate Family

For the purposes of bereavement leave, "immediate family" shall include the employee's spouse, children, mother, father, aunt, uncle, stepmother, stepfather, brother, sister, step- brother and step-sister, mother and father-in-law, brother and sister-in-law and grandparents and grandchildren of the employee or spouse; foster child, foster parent, legal ward or guardian, if the relationship has been legally established for a minimum period of twelve (12) months. 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.

18.12 Rates of Pay

The employee will not be entitled to bereavement leave pay for any day falling within the four-day leave of absence which is not a scheduled work day 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 four-day leave of absence for which the employee is eligible to receive pay, the employee shall be paid a normal day's pay at straight time at the rate of the employee's assigned job classification.

18.13 Maternity, parental, and adoption leave of absence shall be granted to an employee, without pay, but with maintenance and accumulation of seniority, for a period in accordance with the *Saskatchewan Employment Act*.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 The benefit plans are administered by the Union and the Company contributes to the benefit plan. The Company has no responsibility for the Plan, other than making a financial contribution equal to its current premium cost. At the time of renewal of the existing Plan, the Union will provide the Company with documentation outlining the premium percentage increase in order for the Company to make the appropriate contribution adjustment. If the level of benefits are changed and this results in an increase in benefit premiums the Company must be provided with details of the change and a copy of the rate change quotation from the carrier for the Company's approval prior to implementation.

ARTICLE 20 – GRRSP – GROUP REGISTERED RETIREMENT SAVINGS PLAN

20.01 Full time hourly employees may elect to join the Plan on their date of hire or at the beginning of any subsequent month. Member base contributions to the GRRSP will be made by the employee through regular payroll deductions. Employee contributions to the GRRSP of up to 6.0% will attract a dollar-for-dollar matching contribution. If an employee makes the full 6.0% contribution, the company will match the contribution at a maximum rate of 8.0% retroactive to November 1, 2017.

Contribution Rate:	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>
Employee Rate (required):	6.0%	6.0%	6.0%
Company Rate (maximum):	8.0%	8.0%	8.0%

Company contributions will be suspended for six (6) months if an employee withdraws any of their required contributions.

Employees may elect to make additional voluntary contributions through regular payroll deductions, up to the allowable maximum under the Income Tax Act (Canada). These contributions will not be matched by the Company. Please refer to the GRRSP – Group Registered Retirement Savings Plan Handbook.

ARTICLE 21 – NOTICES

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

To the Company:
Procon Miners (Esterhazy) Inc.
Attention: Vice-President, Human Resources
108-4664 Lougheed Highway
Burnaby, British Columbia V5C 5T5

To the Union:
Local 890, Unifor
Attention: Chairperson, Procon Unit
PO Box 130 201 3rd Street
Bredenbury, Saskatchewan S0A 0H0

ARTICLE 22 - SAFETY AND HEALTH

22.01 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:

22.02 In all matters pertaining to safety and occupational health, the *Saskatchewan Employment Act, 2013* and the *Occupational Health & Safety Regulations, 1996* shall be the basic guide in the development of and implementation of a Safety and Occupational Health Program.

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

22.04 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.

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

22.06 (a) Workers have a duty to participate in activities that improve health and safety. They must follow health and safety policies, plans and procedures that are lawfully established by the Company after an accident or incident.

(b) The company will maintain its current policies with respect to the provision of tools and clothing.

22.07 Joint Occupational Health and Safety Committee

There shall be established one man per crew, plus an alternate, for the Joint Occupational Health and Safety Committee to provide employee representation on the Committee. In addition, the Unit Chairperson, or his designate, shall be an ex officio member of the Committee.

22.08 The purpose of the Joint Occupational Health and Safety Committee shall be:

(1) to consider and review safety and health conditions, complaints, and accidents referred to it by employees;

(2) to participate in the identification of safety hazards;

(3) to prepare advisory recommendations thereto; and

(4) to maintain records in connection with the receipt and disposition of employee complaints in reference to safety and health matters.

22.09 Each party shall notify the other Party in writing of the names of its appointees and alternates to the respective Safety and Health Committees. The Parties shall not recognize members of any Committee unless notice in writing has been given by an authorized official of the other Party.

22.10 There shall be established, by mutual agreement, a set day and time for each Committee to meet and review matters referred to them. All Committee meetings shall be scheduled during regular working hours. An employee shall not suffer loss of regular, straight time pay for participating in such meetings or other activities referred to hereafter in Accident and Occupational Health Officer Investigations. Prior to leaving their jobs to attend safety and health matters, Committee members must obtain permission from their supervisor. Such permission shall not be unreasonably withheld.

22.11 Either co-chairperson may call a special meeting of a Committee to deal with urgent concerns, imminent dangers to health or safety, investigations of accidents or dangerous occurrences, or refusals to work pursuant to Part III Division 5 Section 3-31 of the Act.

22.12 Minutes of each Committee meeting signed by both co-chairpersons shall be distributed to respective Committee members and posted on bulletin boards in a timely manner after any meeting.

22.13 Procedure

An employee who believes a health and safety concern exists shall report the health and safety concern to their immediate supervisor. If the employee is not satisfied with the supervisor's decision, the employee shall forward the matter to a Joint Occupational Health & Safety Committee representative.

22.14 Right to Participate

The right to participate applies to every employee and employees have the right to:

- a) Ask management for information about health and safety issues.
- b) Report health and safety concerns to management.
- c) Report unsolved concerns to the Committee or representative.
- d) Discuss concerns at meetings.
- e) Appeal decision of Occupational Health officers.

22.15 Accidents

Dangerous accidents may be investigated by a member of the Committee for the area involved with a written report submitted to such Committee.

22.16 (a) If an Occupational Health Officer requests to be accompanied on an investigation of the operation, a member of the Committee for the area involved shall accompany the Occupational Health Officer.

(b) Any written accident or incident report will be acted on as soon as reasonably practical after completion of the report.

22.17 Refusal

An employee who refuses to work in an area, as provided for in Part III Division 5 Section 3-31 of the Act shall notify the employee's supervisor immediately.

22.18 For the continued protection of its employees, the Company retains its right to require any employee to submit to a medical examination at the Company's expense by a qualified medical practitioner mutually agreed between the Company and the employee 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 medical examination to aid it in determining whether the employee can perform the employee's duties in a safe and satisfactory manner.

ARTICLE 23 - CONTRACTING

23.01 This clause is not intended to restrict the Company to let contracts when it feels it is necessary, economical or expedient to do so, for example, not having the necessary equipment, supervision, or employees immediately available with the necessary skills.

23.02 The Company intends that normal maintenance, repair and production work which has been done regularly by the Company employees will continue to be done by these employees.

23.03 If the Company decides to contract out work, the Company agrees to notify the Union. In notification, the Company will give the name of the contractor, the approximate number of personnel involved, the approximate duration, and the job to be performed.

23.04 It is not the intent of the Company to replace the normal work force with contractors.

ARTICLE 24 - WORK BY SUPERVISORS

24.01 It is recognized that the not perform work such as that performed by the employees covered by this Agreement except:

- (a) in emergencies for protection of the Company property and/or the safety and health of employees;
- (b) in the direct instruction and direct training of employees;
- (c) work with an employee that is considered to be assisting the employee; and
- (d) work of a research and development nature.

ARTICLE 25 - BULLETIN BOARDS

- 25.01 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 Union bulletins may be distributed.
- 25.02 Only bulletins authorized by the Local 890 Executive will be posted or distributed. Signed copies of the bulletin will be forwarded to the Project Superintendent as proof of responsibility of the content before posting or distribution by the Union.
- 25.03 The Union agrees that said notices to be posted or distributed shall not be inflammatory or political.
- 25.04 The Company and Union agree that the posting or distribution by employees of notices, pamphlets, advertising or political matters will not be sanctioned.

ARTICLE 26 - LEGALITY OF PROVISIONS

- 26.01 This Agreement shall at all times conform to all applicable laws of the Province of Saskatchewan and/or the Dominion of Canada. If any section or part of this Agreement shall be held to be invalid due to a change in law, the remaining provisions shall be given full force and effect as completely as if the part held invalid had not been included therein.

ARTICLE 27 - COMPLETE AGREEMENT

- 27.01 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 agreements, amendments, or changes arrived at as a result of such discussion shall become effective upon being reduced to writing and signed by both Parties.

ARTICLE 28 - DURATION OF AGREEMENT

- 28.01 This Agreement shall be binding upon the parties from the date of ratification and shall remain in force and effect through the 31st day of October, 2020 and from year to year thereafter, but either party may, not less than sixty (60) days or not 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.

28.02 Negotiations are to commence within thirty (30) days' notice for revision of this Agreement or for a new Agreement or such other time as is mutually agreed between the Parties.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 In recognition of the spirit and intent of the Saskatchewan Employment Act 2013, the Parties hereto are providing through the format of this Agreement an orderly procedure to deal with the effect of a technological change within the meaning of the *Act*.

29.02 Procedures for the aforementioned are:

(1) Notification

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

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

(2) Employee Rights

An employee displaced as a result of technological change will exercise layoff rights under Article 10, "Layoffs".

(3) Cooperation With Human Resources Development Canada

- (a) Upon request, the Company will furnish to Human Resources Development Canada the laid off employee's skills inventory record and other information necessary to assist them in relocating such displaced employee in another job with another company.
- (b) Reductions in work force occasioned through production requirements solely are not subject matter of this article and the Saskatchewan Employment Act 2013.

Signed at Esterhazy, Saskatchewan this ____ day of , 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

APPENDIX A - WAGES

Classification Seniority	Effective Nov 1 2017	Effective Nov 1 2018	Effective Nov 1 2019
	2.50%	2.50%	2.50%
Leader 1 (+10yrs) and Journeyman Trades	\$ 48.60	\$ 49.81	\$ 51.06
Leader 1 (5-10yrs)	\$ 46.44	\$ 47.60	\$ 48.79
Leader 1 (<5yrs)	\$ 46.01	\$ 47.16	\$ 48.34
Miner 1 (+10yrs)	\$ 44.50	\$ 45.61	\$ 46.75
Miner 1 (5-10yrs)	\$ 43.01	\$ 44.08	\$ 45.19
Miner 1 (<5yrs)	\$ 42.58	\$ 43.65	\$ 44.74
Miner 2 (+10yrs)	\$ 42.95	\$ 44.03	\$ 45.13
Miner 2 (5-10yrs)	\$ 42.16	\$ 43.21	\$ 44.29
Miner 2 (<5yrs)	\$ 41.73	\$ 42.78	\$ 43.85
Helper	\$ 34.80	\$ 35.67	\$ 36.56
Labourer	\$ 27.16	\$ 27.84	\$ 28.54

Note:

Employees can choose to receive their retroactive pay as taxable income or as a contribution into their voluntary GRRSP account.

Classification Breakdown:

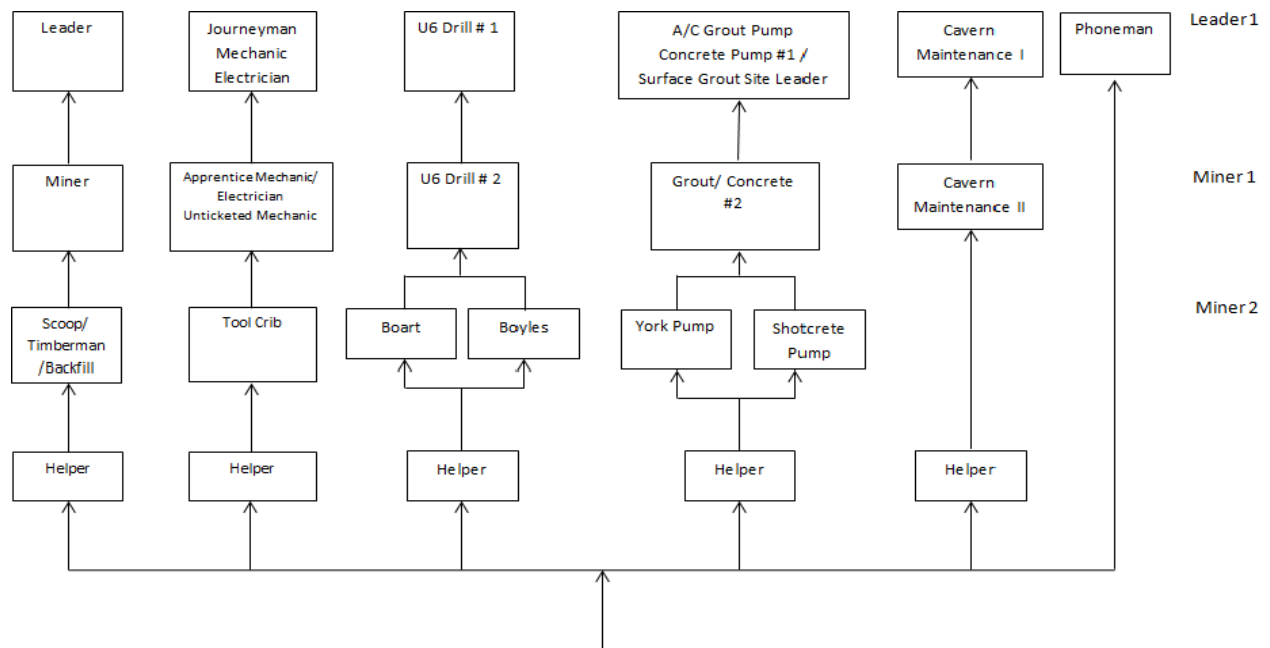
Leader 1	Leader 1 Journeyman Mechanic/Electrician U-6 Drill #1 Grout/Concrete Pump Operator #1 Cavern maintenance #1 Surface Grout Site Leader Phoneman
Miner 1	Miner Unticketed Mechanic U-6 Drill #2 Grout/Concrete Pump Operator #2 Cavern Maintenance #2
Miner 2	Scoop/Timberman/Backfill Operator Tool Crib Boart/Boyles Drill York Pump/Shotcrete Pump Operator
Helper	Helper
Labourer	Labourer

APPENDIX B - Classification & Line of Progression

The Company will maintain the new Classification and Line of Progression as set out in Appendix B attached.

When an employee is temporarily assigned to work in a higher classification for reasons other than for his own training, he shall receive the rate of pay for the higher classification for the hours worked in that classification.

When an employee is temporarily assigned to work in a lower paid classification he shall be paid his normal rate of pay.



When an employee is the successful applicant for a job in a lower paid classification or bumps into a lower paid classification, he shall be paid the rate for that classification.

APPENDIX C - Prescription Safety Glasses

The Company will provide up to a maximum of \$350 per year towards the purchase of approved prescription safety glasses retroactive to November 1 2014.

“Qualifications” for the purposes of job progression shall be defined as experience, physical ability, training, certification, and job performance.

Letter of Understanding #1

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

RE: CARRY OVER OF VACATION TIME

The purpose of this “Letter of Understanding” is to outline the agreement between the Parties regarding the carry-over of some unused vacation from one calendar year to the next.

The Parties agree that this letter will be effective upon ratification.

Procon recognizes that at times employees may have some unused vacation time that adds up to small blocks of time and it is difficult to schedule that time with the current 4x4 rotational format. Procon will allow up to a maximum of 48 hours to be carried over to February 28 of the following year with prior written approval of Procon site management by December 10th of the current year. Approval will be granted or denied based on operational needs.

This change in policy is intended to allow employees to carry-over vacation into the next year as an exception only. There are no guarantees that everyone will be able to use their excess vacation if too many employees carry-over. Approval will be granted taking into account operational needs.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

Letter of Understanding #2

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

RE: ACCUMULATED PAID SICK LEAVE (“Grandfathered Sick Leave”)

The purpose of this “Letter of Understanding” is to outline the agreement between the Parties regarding accumulated Paid Sick Leave – hereby referred to as “Grandfathered Sick Leave”.

The Parties agree that, effective March 7, 2015 employees who hold a balance of accumulated, and unused, Grandfathered Sick Leave – to a maximum of 120 hours - will be able to carry these hours forward each year to be used as per the provisions of Article 18.04.

An employee must exhaust all Sick Leave hours accumulated annually under Article 18.04, before they are able to use their accumulated Grandfathered Sick Leave.

The requirement for a medical certificate will be as outlined in Article 18.04 for paid Sick Leave. Accumulated Grandfathered Sick Leave cannot be used for an employee’s personal day and will not be paid out at the end of the calendar year.

There will be no payout of the accumulated Grandfathered Sick Leave when an employee retires or their employment with the Company is terminated for any reason.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

Letter of Understanding #3

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

RE: ELECTRICIANS

The purpose of this "Letter of Understanding" is to outline the agreement between the Parties regarding the employment of journeymen Electricians. It is agreed Procon will employ (4) electricians as per the rates agreed to in Appendix A.

Procon will attempt to hire local, however, in the event that local electricians cannot be found (within 500 km of Esterhazy). The electricians will rotate on a 3 weeks on 3 weeks off schedule. The electricians working this schedule will receive 10.5 hours overtime in the last day worked of their 21 day schedule. In keeping with current contract i.e.: 4 hours every 8th day. For electricians from over 500 km away, living expenses will be paid by Procon. The electricians will require a helper to get the work done and will use existing local Procon manpower for this work. An apprenticeship program will be started allowing Procon miners that qualify an opportunity to become an Industrial Electrician.

Procon electricians will work on 1000V or less where required by Mosaic. The electricians will be able to run cables of 1000V and down, install and change pumps, fans, PTOs, repair equipment that Procon uses such as pumps, fans, U6 drills, AM50, F6 drills, grout pumps, mixers, shotcrete equipment, etc. When requested Procon electricians will assist Mosaic electricians if the need should arise.

For the purposes of this letter both parties must agree to any changes going forward.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

Letter of Understanding #4

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

RE: RRSP Top-Up Contribution

The purpose of this “Letter of Understanding” is to outline the agreement between the Parties regarding top up GRRSP contributions by the Company.

One time contributions of \$1,000 will be made to each bargaining unit member’s voluntary GRRSP account on the last pay period in February 2018, February 2019 and February 2020. These contributions by the Company will not be taxed.

It is understood that each of the \$1,000 payment amounts can be:

- a) Withdrawn by the member as a cash payment without triggering the six month company contribution suspension, in such a case the \$1,000 would be fully taxable to the employee when withdrawn.
- b) Transferred to another RRSP plan of the individual’s choice without triggering the six month company contribution suspension. The member is responsible for providing the required account information and completing any paperwork that may be required.

Any members not currently enrolled in the GRRSP plan must do so within a month of the ratification date in order to receive the payment. The top up payment for those employees will be made within 15 business days of the Company being provided the required information.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

Letter of Understanding #5

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

RE: Benefit Continuation on Lay off

The purpose of this “Letter of Understanding” is to outline the agreement between the Parties regarding employee benefit entitlement following a layoff.

An employee who is laid off shall receive two (2) months of benefits beginning the first day of layoff. The Company shall be responsible for the cost of the premiums. It is understood that Short Term Disability, Long Term Disability and Life Insurance coverage will not be extended past the day of layoff.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.

Letter of Understanding #6

**Between
Procon Miners (Esterhazy) Inc.
and
Unifor (Local 890)**

The purpose of this "Letter of Understanding" is to outline the agreement between the Parties regarding the Company contribution to the National Paid Education Leave Program.

The Employer agrees to pay into a special fund an amount of \$1500 per Collective Agreement year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

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

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

DATED at Esterhazy, Saskatchewan this ____ day of _____, 2017.

On Behalf of
Unifor Local 890

On Behalf of
Procon Miners (Esterhazy) Inc.
