
COLLECTIVE BARGAINING AGREEMENT

between

NUTRIEN
LANIGAN

&

UNIFOR
LOCAL 922



November 22, 2018
to
January 31, 2021



A G R E E M E N T

between

**POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter “Nutrien Lanigan”)**

and

UNIFOR, LOCAL 922

effective from

November 22, 2018

to

January 31, 2021

This booklet has been prepared for the convenience of its users only,
and in the interpretation of this Agreement,
reference will be made solely to the original signed document.

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ARTICLE 1 – PURPOSE

- 1.01** In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to Employer-Employee relations, including rates of pay, hours of work, and all other working conditions, the parties hereto agree that the purpose of this Agreement shall be to set forth the basic terms and conditions of employment affecting the Employees covered by this Agreement, and to provide procedures for the prompt and equitable settlement of disputes and grievances of such Employees, without stoppage of work.

ARTICLE 2 – DISCRIMINATION

- 2.01** (a) There shall be no discrimination by either the Company or the Union by reason of race, creed, religion, color, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union activity permitted by this Agreement or the law, or political affiliation.
- (b) In all cases where the Agreement refers to a person, the reference shall be of both genders (male and female).

Affirmative Action

- (c) The parties to this Agreement agree there is a need to redress the under-representation in the work force of persons of native ancestry, women, and the disabled.

To this end, the parties agree to develop and implement measures to redress such imbalances, such measures to be worked out within the overall corporate policy.

ARTICLE 3 – SCOPE

- 3.01** This Agreement shall apply to all Employees of the Potash Corporation of Saskatchewan Inc. at Nutrien Lanigan, except those in positions excluded in the Saskatchewan Labour Relations Board Order Number 080-93.
- 3.02** 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 hereto agree that the relations between them shall be governed by the terms of this Agreement and the Law.

Complete Agreement

- 3.03** 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 the Company and the Union. Any agreements, 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 4 – MANAGEMENT FUNCTION

- 4.01** It is agreed that the Company shall have all the usual and normal rights and functions of management, including:

(a) All rights to manage the business of the Company including the right to plan, direct, and control the Company's operations and to direct the work force;

(b) The right to maintain and improve the efficiency of the operation;

(c) The right to hire, promote, demote, transfer, and lay off Employees;

(d) The right to discipline, suspend, and discharge Employees for just and sufficient cause;

(e) The right to make, alter from time to time in consultation with the Union, and enforce uniform and reasonable rules of conduct and procedure to be observed by Employees;

provided that none of the foregoing powers, rights, or functions shall be exercised by the Company so as to be in contravention or violation of any specific provision or provisions as set forth in this Agreement.

ARTICLE 5 – UNION RECOGNITION

Sole Bargaining Agent

- 5.01** The Company recognizes the Union as the sole and exclusive Bargaining Agent for the Employees defined in Article 3.01, SCOPE, and agrees 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.

- 5.02** 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 on Company time or premises.
- 5.03** No person shall engage in any Union or labour organization activity on Company time or premises, except to the extent expressly provided for in this Agreement and by the laws of the Province of Saskatchewan.

Union Orientation

- 5.04** The Union's orientation program is to familiarize the new Employees with the Union. The Union President, or designate, may spend up to one hour with new Employees during their first week of employment, followed by another hour within one week of completion of their probationary period. The Co-Chairperson of the O.H. & S. Committee will be allowed to address such Employees for up to one hour during the same month probation period is completed to discuss matters pertaining to Occupational Health and Safety as they apply to Nutrien Lanigan. The Company training centre and audio-visual equipment will be available to the Union to accommodate the program.

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 starts hereafter shall within thirty days after the start of employment apply for and maintain membership in the Union as a condition of employment.

ARTICLE 7 – UNION DUES AND CHECK OFF

- 7.01** The Company shall on a pay period basis deduct from the wages due to the Employees who are Union members and pay to the Union the amounts of uniform Union dues, initiation fees, and/or assessments as designated by the Financial Secretary of the Union.
- 7.02** The designated Union dues shall be deducted from the Employee's pay in each pay period. The amounts so deducted shall be forwarded once each pay period by electronic fund transfer to the financial institution of the Union's choice. The Company shall furnish the Financial Secretary a listing showing the names and payroll numbers of those Employees from and on behalf of whom such deductions have been made, the amount deducted from each Employee, and all additions to and deletions from the previous listing. The Company will forward the required remittance and listing within six (6) calendar days of each payroll cut-off.

- 7.03** Deductions shall be made from any payroll earnings due Employees who are covered by the Bargaining Unit. Any exemption from payment of Union dues because of Union By-laws or Union Regulations shall be settled between the Union and the individual Employee.
- 7.04** The Union shall save the Company harmless from any action taken by the Employee because of deductions of such dues, and payment of said dues to the Union under Article 7.01.
- 7.05** All Union dues deducted by the Company during the preceding year and paid to the Union on behalf of the Employee shall be recorded on the Employee's T-4 slip.

ARTICLE 8 – UNION COMMITTEES AND OFFICERS

Company Recognized Committees

- 8.01** The Company will recognize certain Union Committees for meetings pertaining to matters which may arise between the parties. These Committees are:
- (a) The Negotiating Committee, maximum of six Employees, including the President, for the purpose of Collective Bargaining;
 - (b) The Health & Safety Committees as outlined in Article 23;
 - (c) The Grievance Committee, maximum of five Employees, to handle Step Three Grievances as outlined in Article 14.02;
 - (d) The Union/Management Committee, maximum of five table officers including the President, for the purpose of discussing matters of mutual interest;
 - (e) The Individual Wage Security Account Committee, maximum of two Employees;
 - (f) The **Wellness** Committee, maximum of three Employees.

Committee Make-up

- 8.02** Members of each Committee will be selected in a manner to be determined by the Union. If the Union President is not a member of a particular Committee, the President may sit in on formal meetings of that Committee with the Company, as an observer, with no loss in base pay for the time spent in such meetings.

Pay for Committee Members

- 8.03** (a) As far as is practicable, meetings between the Company and the various Union Committees outlined in Article 8.01 will be held during Shift One. The Company will allow such Committee members one-hour preparation time for the Union Committees outlined in Article 8.01 (a), (b), (c), and (d) immediately prior to designated meeting.
- (b) Actual time spent in such meetings with the Company will be paid for at the Committee member's base straight time rate, provided the meetings occur during their regularly scheduled hours of work.
- (c) If Committee members attend meetings with the Company on their regular scheduled day off, they will also be paid their base straight time rate for the time spent in such meeting, but such time paid for will not be used in any overtime pay calculations for the Committee members.
- (d) Members of the Grievance Committee and Table Officers who are scheduled to work the night shift immediately preceding a Step Three Grievance Meeting, or in the case of Table Officers, a Union/Management Meeting, shall be given the shift off and will be paid their normal straight time rate for the excused shift, providing they attend the meeting.
- (e) Each member of the Negotiating Committee will be paid eight hours per day at the Committee member's base straight time rate for each day of negotiations, unless there is a work stoppage in effect, in which case no payment will be made.

Advisory Assistance

- 8.04** The Union may have the assistance of a Representative of the National Union or an authorized Agent of the Local Union present at any Committee Meeting with the Company.

Committee Meetings

- 8.05** Committees recognized under Article 8.01 will meet as follows:
- (a) The Negotiating Committee, the Grievance Committee, the Individual Wage Security Account Committee, and the **Wellness** Committee, as required.
- (b) The Union/Management Committee will meet quarterly or upon receipt of a written request by either party for a meeting. A meeting date will be set within seven (7) calendar days. Agenda for such meeting will be exchanged not less than 48 hours prior to any meeting.

Union/Management Committee Minutes

(c) Minutes of meetings of the Union/Management Committee will be drafted by the Company and forwarded to the Union for acceptance within five working days of the meeting. Within five working days of the delivery of such minutes, the Union President or designate shall sign such minutes indicating acceptance of the minutes or advise the Company in writing of error or omissions in such minutes. Failure to sign the minutes or to notify the Company of corrections within the prescribed time shall be considered by the Company as approval of the minutes. The Company will arrange for the distribution and posting of approved minutes on all Union designated Bulletin Boards.

Recognized Union Officers

8.06 The Union will furnish a written list to the Human Resources Department giving the names of all Executive members of the Union, the Stewards, and Committee members. This written list will be kept current by the Union. Only those Union members whose names have been given to the Company in writing will be recognized by the Company.

Time Off for Union Meetings

8.07 As far as is practicable, the Union President, Vice-President, OH&S Co-Chairs, Secretary, and Treasurer will be granted time off without pay to attend the regular evening monthly Union meetings of the Executive and the Membership. The Company will not be expected to incur any overtime payment primarily due to the foregoing.

ARTICLE 9 – SENIORITY

Definition

9.01 (a) Seniority shall be defined as an Employee's period of continuous service with the Company, effective from the first date of employment after the hire or the current re-hire.

Seniority on Leave of Absence

(b) Any Employee on a recognized leave of absence shall maintain and continue to accumulate seniority rights during the term of such leave of absence.

(c) New employees hired on a temporary basis will have seniority retroactive to their original date of hire after **six hundred and forty (640)** hours worked in a 12-month period with no break in service greater than 15 days.

Probationary Period

9.02 A new Employee shall be considered as a probationary Employee for a period not exceeding six hundred and forty (640) hours worked. On completion of this probationary period, the Employee's seniority shall be retroactive to his or her date of hire.

Loss of Seniority

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

(a) Dismissal for just and sufficient cause;

(b) Voluntary resignation;

(c) Failure to inform the Company within 14 calendar days of notice of recall from layoff of intent to report to work on the date specified. Such 14-calendar day period will be from the date of mailing of the notification by registered mail to the last address given to the Company by the Employee. If the reporting date cannot be met by the Employee, an extension of such time may be granted upon mutual agreement to such extension by the Union and the Company. It shall be the Employee's responsibility to ensure that the Company has been given the Employee's current address;

(d) Retirement in accordance with the terms of the Pension Plan;

(e) Absence for three consecutive scheduled work days without notifying the Company, unless a reason acceptable to the Company is furnished by the Employee. (This clause shall not be interpreted so as to preclude the Company from taking disciplinary measures in respect of an Employee who is absent from work without reasons that are acceptable to the Company for periods of less than three consecutive scheduled work days.);

(f) Indefinite layoff for a period equal to 24 months. If an employee is recalled to fill a temporary vacancy as per Article 12.03, the employee remains on the same indefinite layoff period. The layoff period pauses while an employee fills a temporary vacancy as per Article 12.03 and resumes when an employee returns to layoff following the end of the temporary vacancy.;

(g) Permanent discontinuance of plant operations.

(h) An employee temporarily transferred out of the bargaining unit shall continue to accumulate seniority for two thousand and eighty (2080) hours in any two (2) year period. Such employee shall be considered out of the scope of the bargaining unit and the terms of the Collective Agreement shall not apply for the period of time the employee is temporarily transferred out of the bargaining unit. The employee shall continue to remit dues during the period of temporary transfer. Should the employee not return to a position within the bargaining unit prior to the expiry of the two thousand and eighty (2080) hours, the employee shall lose all retained seniority. Selection of employees to be transferred out of the bargaining unit will be at the discretion of the Company.

Only if there is mutual agreement between the Company and the Union, these timelines may be extended.

The Company will provide the Union with a monthly summary of hours worked by employees who are temporarily transferred out of the bargaining unit.

Seniority List

9.04 Seniority lists shall be revised and posted on designated bulletin boards every two months by the Company. Any errors in the posted seniority list shall be brought to the attention of the Company by written notice from the Union. No penalty shall be incurred by the Company due to any action taken on the basis of such inaccurate Seniority listing, provided such action was taken prior to receipt of written notice from the Union that such listing was in error. The Company shall re-issue corrected Seniority lists immediately upon receipt of written notice from the Union as to the errors.

Coincidental with the posting of the new Seniority list on the Bulletin Boards, the Company will mail and email to the Union a copy of such Seniority list.

Out-of-Scope Promotion/Transfers

9.05 An Employee transferred and/or promoted to a permanent job outside the Bargaining Unit shall retain all seniority held at the time of transfer and/or promotion, and will re-activate such seniority if he or she returns to the Bargaining Unit within a three-month period following such transfer and/or promotion. The company will deduct Union dues in arrears for Employees who return to the Bargaining Unit within three months of transfer and/or promotion. In the event the transfer and/or promotion is for more than three months, the Employee shall lose all retained seniority. An Employee will lose all retained seniority upon commencement in a permanent job outside the Bargaining Unit if the employee has been temporarily assigned to the

same job for a total of six months in the twelve months immediately prior to commencement.

Transfer and/or promotion to positions out-of-scope are not subject to the terms of this Agreement.

ARTICLE 10 – PROMOTIONS AND JOB POSTINGS

Job Descriptions

10.01 The Company will supply the Union with copies of current job descriptions for all classifications shown in the Wage Schedule, Appendix A. The Company agrees there will be no changes made to the job descriptions unless there is a significant change in the work content of the job, in which case such will be dealt with per Article 10.02. The 'Line of Progression' charts shown in Appendix C will be used to show the relationship of all jobs in each Department and the normal entry positions for that Department.

Changes in Job Content

10.02 If the Company substantially changes the content of any job, or if it establishes a new job, or if it eliminates an existing job, the Company shall advise the Union of the change or of the wage rate and qualifications for the new job or of the elimination of the existing job at least 15 days prior to the implementation of such action. This does not preclude the Union from placing a Grievance if they are dissatisfied with the Company's action. If the matter goes to Arbitration, the Arbitrator shall have the power to determine the appropriate rate for such a changed job or such new job to be retroactive to the date of commencement of such new or changed job.

Promotion in Line of Progression

10.03 When a permanent vacancy is to be filled, promotion will normally be according to the Lines of Progression within each Department as shown in Appendix C and subject to the consideration of the provisions of Article 10.04:

(a) The senior qualified Employee within the 'Line of Progression' concerned will be promoted into the vacancy. Qualifications will be based on current job descriptions given to the Union. Employees eligible for such a promotion shall have the right to sign a promotion by-pass and will not be eligible for any future promotions in that 'Line of Progression' unless they indicate otherwise in writing to the Department Superintendent prior to the vacancy occurring.

(b) If there are no personnel in the Department concerned whose qualifications meet or exceed the job description requirement, the job will be posted for property bidding.

Posting Vacancies

10.04 Jobs will be posted for property wide bidding when:

(a) A new position is established.

(b) A permanent vacancy occurs in any entry position in the 'Line of Progression', other than the Mine and Mill Operations Lines of Progression, which shall be on an Open Posting procedure.

The Open Posting Procedure shall consist of Employees requesting transfers to Mine and Mill Operations entry positions by applying in writing to the Human Resources Department.

(c) A permanent day shift position becomes open. A day position shall be as defined in Article 16.05(b).

(d) A temporary vacancy of 60 calendar days or more occurs.

Posting Procedures

10.05 When a vacancy occurs as outlined in Article 10.04 to be filled by the posting procedure, then:

(a) A job posting open for seven days will be placed on bulletin boards and a copy concurrently sent to the Union. The job title, qualifications required, rate of pay, normal work location, underground or surface, shift work or days, and last date for receipt of applications will be listed in such posting.

(b) All Employees will be eligible to bid on such jobs, except Employees who have been successful bidders on permanent job postings within the last six months. The six-month period will start from the date of posting of the name of the successful applicant, per Article 10.09(a). All Employees will be eligible to bid on Apprenticeship postings except as outlined in Article 25.02 and those Employees presently in an apprenticeship position.

Application Procedure

10.06 Written and signed applications will be required on all jobs posted for bid. Applications must be mailed or delivered to the Human Resources Department. A Steward may submit a bid on behalf of an absent Employee.

Awarding Posted Position

10.07 (a) In filling posted positions, the senior applicant whose qualifications meet the job description requirement will be awarded the position.

(b) If there are no applicants whose qualifications meet the job description requirements for the posted position, and the posted position is other than an Administration Department posting, the Company may fill the position with the most senior of the best-qualified applicants on a 30-working day trial period or may attempt to fill the position from outside the Bargaining Unit.

(c) When positions are filled with the most senior of the best-qualified applicants, such action will in no way reduce the established job requirements or qualifications.

Time of Transfer

10.08 The successful applicant will be transferred to his or her new position as soon as is practical. The Employee shall receive the rate for the job from the date of transfer, or if the Company is not able to make such transfer within 30 calendar days after posting the name of the successful applicant, then the applicant will receive the rate of pay for the new job starting at the 31st day, provided the new rate of pay is higher than the applicant's present rate. Any anticipated delay after 30 days will be explained in writing to the Employee and the Union.

Posting of Award

10.09 (a) The name of the successful applicant will be posted on Company bulletin boards within 10 calendar days of the closing date for applications. A copy of the posting along with a summary sheet of the applicants in order of seniority will be sent concurrently to the Union.

(b) When a vacancy is filled from outside the Bargaining Unit, the Company shall notify the Union in writing within seven calendar days of the name of the newly-hired Employee who is filling the vacancy as well as the number of the Job Posting being filled.

(c) If a posted vacancy is not filled within 90 calendar days, the Company will re-post the vacancy.

Probationary Period on Transfer

10.10 (a) An Employee who has bid for and has received a job posting, and where such a job posting is of a non-related nature and/or different departments are involved, shall be granted a trial period of 20 shifts worked to prove to the Company the ability to perform to their satisfaction the work required in this new position.

(b) If the above Employee wishes to return to their former position, they must apply in writing to the Company stating the reasons for such a request. Such request must be made within a period of two hundred and forty (240) hours worked from the date of transfer into the new position.

After reviewing the request and only if there is mutual agreement between the Company and the Union, the Employee will be allowed to return to their former position.

When an Employee is returned to their former position as in (a) and/or (b), then all postings that are filled as a direct result of the posting in (a) and/or (b) will be nullified and Employees involved will return to their former positions.

(c) When an Employee is returned to their former position as in (a) and/or (b) above and within ninety (90) calendar days from the date of the successful applicant was announced, qualified employees who initially bid on the job posting shall be offered the job in order of seniority without the need to repost the job. If the second Employee is returned to their former position as in (a) and (b) above, the position shall be reposted should the Company choose to fill the vacancy.

Time Limits for Grievance

10.11 Time limits for the presenting of a Grievance on Promotions or Job Postings will start from the date of posting of the name of the successful applicant, per Article 10.09(a).

Re-assignment of Disabled Employees

10.12 Where redeployment of disabled Employees is applied, the Posting Procedure may be by-passed, subject to mutual written agreement between the Company and the Union.

ARTICLE 11 – TEMPORARY VACANCIES

Definition

- 11.01** (a) A temporary vacancy occurs when an Employee is absent from work. Such temporary vacancy may last up to 90 working days in the case of vacation relief, Leave of Absence, or by mutual agreement of both parties.

When Leave of Absence is granted under Articles 21.06 – Sick Leave, 21.09 – Maternity and/or Parental Leave or 21.12 – Education Leave, the temporary vacancy so created will last for the duration of such Leave, including any extensions to such Leave that may be granted under Article 21.06 or 21.09. The Company shall determine whether or not a vacancy is to be filled.

Line of Progression Vacancy

- (b) A temporary vacancy in a 'Line of Progression' position will be filled by temporarily assigning the senior Employee on the same shift in the next lower job to the vacant position to provide for on-the-job training and minimal disruption in shift schedules. Such training will not be used to deny a senior Employee the right to a permanent vacancy.

Posting Temporary Vacancies

Temporary vacancies under 60 calendar days will not be subject to the posting requirements of Article 10.04. Temporary vacancies over 60 calendar days will be posted, and the posting will indicate the expected duration.

Posting for Permanent Position

- (c) If any temporary vacancy becomes permanent, procedures outlined in Article 10 shall be instituted immediately to fill the vacancy.

Notification of Temporary Hire

- (d) When a temporary employee is hired for a temporary vacancy not requiring job posting, the Union will be advised of the classification, the expected date of hire, and the expected duration of the vacancy.

Summer Students

- (e) Summer students may be hired for any period between April 1 and September 30 and shall not be subject to the relevant provisions of Articles 10.04 and 11.01(a).

Co-operative Education Students

Co-operative education students who require a work experience term while studying at a recognized post-secondary educational institution may be hired for a period not to exceed four calendar months. The hiring of such students will not be subject to the relevant provisions of Article 10.04 and 11.01(a), and such students shall not displace regular Employees.

Pay for Unposted Transfer

(f) If the rate of pay for the job to which the Employee is temporarily transferred is less than the Employee's regular rate of pay for the job from which the Employee has been transferred, the Employee shall receive their regular rate of pay during such temporary transfer.

(g) If the rate of pay for the job to which the Employee is transferred is higher than the Employee's regular rate of pay for the job from which they have been transferred, the Employee shall receive the higher rate of pay for the job to which they have been transferred.

(h) The provisions in 11.01(g) will not be in effect for such temporary transfers where direct Employee training is involved.

Pay for Posted Vacancy

(i) Transfers, as above, are not filled through the posting procedure. Where temporary transfers (over 60 calendar days) are filled via the job posting procedures, the Employee will receive the rate for the job.

ARTICLE 12 – LAYOFF AND RECALL PROCEDURES

Notification of Layoff

12.01 (a) The Company will notify the Union as soon as possible regarding any layoff, including the reasons for such layoff, the anticipated duration of the layoff, and the names of the Employees affected.

(b) The layoff notice provisions in 12.02 A and 12.03 A shall not apply when a shutdown is caused by a catastrophe or other emergency situation beyond the control of the Company, as outlined in 12.04.

(c) The Vacation/Maintenance shutdown period will not be recognized for the purposes of giving Notice of layoff.

(d) It is understood and agreed that the procedures outlined in this article for layoff notification is better than the provisions of the law.

12.02 TEMPORARY SHUTDOWN OF OPERATIONS

Notice Period

- A.** When part or all of the operation is shut down for a period not exceeding 60 days, written notice (or pay in lieu thereof) indicating the shutdown date, and reopening date shall be given as follows to all affected Employees:
1. If the shutdown is for a period of one (1) week or less – one (1) week’s notice;
 2. If the shutdown is for a period of two (2) weeks, or more than one (1) week – two (2) weeks’ notice;
 3. If the shutdown is for a period of three (3) weeks, or more than two (2) weeks – three (3) weeks’ notice;
 4. If the shutdown is for a period of four (4) weeks, or more than three (3) weeks – four (4) weeks’ notice;
 5. If the shutdown is for a period of four (4) weeks but less than 60 days – four (4) weeks’ notice.

Layoff Procedure

- B.** When a layoff occurs, each Department affected will reduce its manpower on a seniority basis within each line of progression to fill those positions the Company requires during said layoff.

The entry position in all Departments, if required, will be filled on a seniority basis from all laid off personnel. To the fullest extent possible, the “Entry” positions should be filled from the Employees laid off by that Department.

Senior Employee Electing Layoff

A more senior employee may elect layoff for a minimum of four (4) consecutive weeks if the layoff period is four (4) weeks or greater OR the entire length of layoff period if layoff period is less than four (4) weeks if,

- (a) there is a junior employee with the necessary experience and qualifications available for recall from layoff in the same Department as the employee requesting the layoff, and;
- (b) the employee electing layoff has,
 - i) for layoffs between July 1 and September 30, no restrictions;

- ii) for layoffs between October 1 and December 31, a maximum of one hundred and twenty (120) hours of unused **or eighty (80) hours unscheduled** vacation as of the last day of the layoff period;
- iii) for layoffs between January 1 and March 31, a maximum of eighty (80) hours of unused **or forty (40) hours unscheduled** vacation as of the last day of the layoff period;
- iv) for layoffs between April 1 and June 30, no unscheduled vacation at the close of the first round of bumping.
- v) for layoffs that span two different time frames in i) through iv) above, the first four (4) consecutive weeks of elected layoff will follow the restrictions in effect for week one (1) of the elected layoff period. For any elected layoff beyond the four (4) consecutive weeks, the restrictions in effect for the period in which those weeks fall will apply.

(c) If during a vacation year as defined in Article 20.01, there is no vacation/maintenance shutdown, the more senior employee seeking to elect layoff must meet the criteria of (a) above and has;

- i) for layoffs between July 1 and September 30, no restrictions;
- ii) for layoffs between October 1 and December 31, a maximum of one hundred and sixty (160) hours of unused vacation as of the last day of the layoff period;
- iii) for layoffs between January 1 and March 31, a maximum of one hundred and twenty (120) hours of unused vacation as of the last day of the layoff period;
- iv) for layoffs between April 1 and June 30, no unscheduled vacation at the close of the first round of bumping.
- v) for layoffs that span two different time frames in i) through iv) above, the first four (4) consecutive weeks of elected layoff will follow the restrictions in effect for week one (1) of the elected layoff period. For any elected layoff beyond the four (4) consecutive weeks, the restrictions in effect for the period in which those weeks fall will apply.

(d) The senior employee electing layoff must take layoff in full complete calendar weeks.

Bumping Procedure

C. Rules

(a) If an Employee has the necessary seniority, experience, and qualifications to fill a position in another line of progression and is laid off from his or her own line of progression, the Employee shall be able to bump into the other line of progression in the position their qualifications, experience, and seniority entitle them to.

(b) During a temporary shutdown of operations as outlined in 12.02, if training is required for the employee in the position bumped into, the employee must bump for the entire period the employee is eligible to bump.

(c) All permanent employees who have completed their probationary period will be considered to have the required qualifications for Operator 4 (mine), Operator 3 (mill), Dry Attendant, and Helper positions. As per 25.16, an apprentice is not eligible to displace a ticketed journeyman.

Procedure

(d) The Company will post a list of the positions and names of the Employees required to fill them following a Layoff Notice. Employees will have eight (8) calendar days from the date of posting to bump into one or more of the positions on the list.

(e) The Company will then post an amended list of positions and Employees. Any Employee displaced by bumping may, within five (5) calendar days of the posting, be eligible to bump into the amended list, providing their seniority, experience, and qualifications entitle them to the job.

(f) Posting of further amended lists and bumping by the Employees displaced in the previous instance (within two (2) calendar days,) will continue until no bumps are successful. An Employee who does not exercise the right to bump within the prescribed time frame will be placed on layoff.

(g) For layoffs of two (2) weeks or less duration, the time limits for bumping and the posting of the above lists will be reduced by half.

Employee's Option for Layoff

D. If an Employee does not accept employment available in the entry position or any other position in another Department, the Employee shall be placed on layoff, even though their seniority entitles them to such employment.

Recall from Layoff

- E.** (a) Employees will be recalled for work after a layoff in reverse order to layoff (i.e., the last laid off will be the first recalled). Those laid off Employees being recalled must have the seniority, experience, and qualifications required to perform the work available.

Employees requiring specific trade qualifications will be recalled in the order of the Employee last laid off, and those who possess the required trade qualifications will be recalled first.

- (b) A copy of the Recall letter will be e-mailed to the Union.

(c) Permanent vacancies and newly created jobs occurring during a period of layoff will be posted in accordance with Article 10 upon resumption of regular operations.

(d) Employees not on the "FINAL LIST" of people working during a layoff period, who are recalled for a specific period of unforeseen work of not less than one calendar week, may be laid off again without being given an additional notice period. Employees will have the right to refuse such temporary work assignments.

Employee's Right to Refuse Transfer

- F.** If work available is not in the Employee's regular Department, the Employee may refuse such recall notice without penalty.

Voluntary Termination on Refusal of Recall

- G.** Employees recalled to permanent work in their normal Department will be considered to have voluntarily resigned if they do not report for work in line with Article 9.03(c).

12.03 INDEFINITE LAYOFF

Unless otherwise provided for within this Article (12.03), all of the provisions of Article 12.02 will apply to an indefinite layoff.

Notice Period

- A.** An indefinite layoff shall be one whereby an Employee is laid off for an indefinite period of time, as provided in the layoff procedure, when reducing the number of Employees employed by the Company but does not include a shutdown and subsequent reopening of part or all of the operation as referred to in 12.02 A or temporary layoffs as stated in Article 12.04 and Article 12.01 (b). When an Employee is affected by a layoff referred to

above, the Employee shall receive written notice in advance (or pay in lieu thereof) as follows:

1. One (1) week's notice if the Employee's period of employment is one (1) year or less;
2. Two (2) weeks' notice if the Employee's period of employment is one (1) year or less than three (3) years;
3. Four (4) weeks' notice if the Employee's period of employment is three (3) years or less than five (5) years;
4. Six (6) weeks' notice if the Employee's period of employment is five (5) years or less than 10 years;
5. Eight (8) weeks' notice if the Employee's period of employment is 10 years or more.

Layoff Procedure

- B.** When a layoff occurs, each Department affected will reduce its manpower on a seniority basis within each line of progression to fill those positions the Company requires during said layoff.

The entry position in all Departments, if required, will be filled on a seniority basis from all laid off personnel. To the fullest extent possible, the "Entry" positions should be filled from the Employees laid off by that Department.

Bumping Procedure

C. Rules

(a) If an Employee has the necessary seniority, experience, and qualifications to fill a position in another line of progression, and is laid off from his or her own line of progression, the Employee shall be able to bump into the other line of progression in the position their qualifications, experience, and seniority entitle them to.

(b) All permanent employees who have completed their probationary period will be considered to have the required qualifications for Operator 4 (mine), Operator 3 (mill), Dry Attendant, and Helper positions. As per 25.16, an apprentice is not eligible to displace a ticketed journeyman.

Procedure

(c) The Company will post a list of the positions and names of the Employees required to fill them following a Layoff Notice. Employees will have eight (8) calendar days from the date of posting to bump into one or more of the positions on the list.

(d) The Company will then post an amended list of positions and Employees. Any Employee displaced by bumping may, within five (5) calendar days of the posting, be eligible to bump into the amended list, providing their seniority, experience, and qualifications entitle them to the job.

(e) Posting of further amended lists and bumping by the Employees displaced in the previous instance (within two (2) calendar days,) will continue until no bumps are successful. An Employee who does not exercise the right to bump within the prescribed time frame will be placed on layoff.

(f) An Employee who has successfully bumped into another position shall return to their previously held position if a vacancy should occur within 24 months of when such a bump took place. If no vacancy occurs within the above 24-month period, this Employee can only return through the posting procedure.

Employee's Option for Layoff

D. If an Employee does not accept employment available in the entry position or any other position in another Department, the Employee shall be placed on layoff, even though their seniority entitles them to such employment.

Recall from Layoff

E. The following outlines the process for Recall in the event of an indefinite layoff.

Permanent Vacancies

(a) Employees will be recalled for work after a layoff in reverse order to layoff (i.e., the last laid off will be the first recalled). Those laid off Employees being recalled must have the seniority, experience, and qualifications required to perform the work available.

Employees requiring specific trade qualifications will be recalled in the order of the Employee last laid off, and those who possess the required trade qualifications will be recalled first.

(b) The senior qualified employee (as described in (a) above shall be recalled to the position and will be either:

- i) An employee who successfully bumped into another position and the vacancy is within 24 months of when the bump (as per Article 12.03 C.) took place; or
- ii) An employee who was laid off from the vacant position and continues to have recall rights; or
- iii) An employee who is laid off and has a bump request (as per Article 12.03 C) on file for the vacant position. Only bump requests submitted during the bumping process will be considered.

(c) If there are no employees who fit the criteria in 12.03 E (b) above, the position will be posted in accordance with Article 10.

(d) Any newly created jobs which did not exist within the bargaining unit at the time of the notice of layoff will be posted in accordance with Article 10.

(e) A copy of the Recall letter will be emailed to the Union.

Temporary Vacancies

(f) Article 11 refers to temporary vacancies. The parties agree this Article does not apply to temporary vacancies when employees are laid off and available for work.

(g) Employees not on the "FINAL LIST" of people working during an indefinite layoff period, may be recalled for a specific period of work of not less than one calendar week. Such employees may be laid off again without being given an additional notice period. Employees will have the right to refuse such temporary work assignments.

(h) The senior qualified employee (as described in 12.03 E (a) shall be recalled to the position and will be either:

- i) An employee who successfully bumped into another position and the vacancy is within 24 months of when the bump (as per Article 12.03 C) took place; or
- ii) An employee who was laid off from the department and position needed, and continues to have recall rights (as per Article 12.03 E (a); or

- iii) An employee who is laid off and has a bump request (as per Article 12.03 C) on file for the vacant position. Only bump requests submitted during the bumping process will be considered.

(i) If no employees fit the criteria above, the position will be posted per Article 11.

Employee's Right to Refuse Transfer

- F. If work available is not in the Employee's regular Department, the Employee may refuse such recall notice without penalty.

Voluntary Termination on Refusal of Recall

- G. Employees recalled to permanent work in their normal Department will be considered to have voluntarily resigned if they do not report for work in line with Article 9.03(c).

Maintenance of Rate

- H. An Employee who is reclassified to a lower rated job due to a reduction in the work force will maintain his or her base rate of pay for a maximum of 12 calendar months from the date of such reduction in the work force, providing the Employee has three years of service in the classification he or she was demoted from.

Employees who have been reclassified shall fill any vacancies in the previous line of progression which may occur, at a level their seniority, experience, and qualifications will allow, and the posting procedure under Article 10 will be bypassed.

The provisions of 12.03 H do not apply to Article 12.03 C.

12.04 TEMPORARY LAYOFFS

Where conditions beyond the Company's control develop a temporary shortage of work not exceeding six (6) consecutive calendar days, the Company may lay off Employees without being required to apply the displacement by seniority provisions or the recall order of Articles 12.02 and 12.03. Oversupply of inventory, for any reason, shall not be considered a condition beyond the control of the Company as it pertains to this section.

Benefit Continuance in the Event of Layoff

12.05 (a) In the event of a layoff, coverages under the major medical, dental, basic life, and basic AD&D insurance plans will continue for **four (4)** months.

(b) If an employee is recalled to a temporary vacancy as per Article 12.03 E and resumes layoff following the end of the temporary vacancy, the employee's benefits will continue for a period equal to the length of the work assignment or **four (4)** months, whichever is lesser.

(c) In order to prevent an employee from having their benefit continuation reduced; if an employee is temporarily recalled within a benefit continuation period as per (a) or (b) above, the expiry date of the benefit continuation period shall be extended by the length of the temporary recall. The maximum period of continuation of benefits is **four (4)** months.

ARTICLE 13 – TECHNOLOGICAL CHANGE

13.01 In recognition of the spirit and intent of the Technological Change provisions of the Trade Union Act, the parties hereto will provide, through the format of this Agreement, an orderly procedure to deal with the effect of a Technological Change within the meaning of the Trade Union Act. It is further agreed by the parties that if jobs are changed or new jobs are established as a result of a Technological Change within the meaning of the Act, they will be dealt with under the provisions of Article 10 of this Agreement.

Notification of Technological Change

13.02 The Company will advise the Union of an impending Technological Change that will affect 5% or more of the workforce at least 90 days prior to the date on which such change is to become effective. Such notice will be in writing. It 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.

Displaced Employee Status

13.03 An Employee displaced as a result of Technological Change will be considered on regular layoff. The Employee, as outlined in Article 12, will be able to select layoff or to exercise his or her bumping rights for such positions as the Employee's seniority and qualifications allow.

Eligibility for Severance Pay

13.04 Employees who are in layoff status as a result of Technological Change may be paid Severance Pay.

Severance Pay

13.05 Severance Pay will be paid to Employees who are laid off or have selected layoff status because of Technological Change at the Employee's election. Severance Pay will be 40 hours' pay at the Employee's basic straight time rate at time of layoff due to Technological Change for each full year of seniority at the time of such layoff. Severance Pay will be limited to a maximum of 480 hours.

Voluntary Termination

13.06 Acceptance of Severance Pay will be classed as a voluntary resignation with termination of such Employee's seniority and employment rights.

Relocation Assistance

13.07 The Company will furnish Human Resources Development Canada, the Union, and/or any other concerned agencies all possible information and assistance for those Employees affected by Technological Change to ensure that such Employees obtain full relocation and re-employment benefits and opportunities.

Reduced Production

13.08 Reductions in the work force occasioned through production requirements solely are not subject matters of this Article and are not subject to Severance Pay.

Use of Computers

13.09 It is recognized that the use of computers by persons employed by the Corporation in the offices and work places will continue to grow. It is inevitable that some restructuring of jobs and job descriptions will occur, and where applicable Articles 10.01 and 10.02 will be applied. It is not the intention of the Corporation to make changes associated with

computerization which would have as their purpose the replacement of in-scope Employees with out-of-scope Employees.

It is understood that the use of computers by out-of-scope Employees does not in and by itself constitute the performance of work in the exclusive domain of in-scope Employees, and such use is not necessarily in conflict with the provisions of Article 27.01.

Notwithstanding the 5% provision in Article 13.02, where one or more jobs in the Administration Department are directly and permanently affected by such computerization, such Employees will be recognized under Article 13.

ARTICLE 14 – GRIEVANCE PROCEDURE

Definition

14.01 A Grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement.

Intent

It is the intention of both parties that all Grievances shall be processed as quickly as possible at all Steps.

Filing Grievances

All Grievances shall be filed in writing on the recognized Grievance form. Such written Grievance shall form the basis of complaint through all Steps of the Grievance Procedure and Arbitration Procedure. This does not preclude an Employee, with or without a Steward, from first verbally discussing a matter which may become a formal Grievance with the Employee's Supervisor.

Processing Grievances

14.02 Grievances shall be processed in the following manner:

Designates

Either party may have a duly authorized designate acting on behalf of any position referred to below (i.e. Superintendent, General Manager, Union President, Table Officer) throughout the steps of the grievance process.

It is understood that the appointment of a designate is for the purpose of efficiency and meeting the time frames outlined in the grievance process.

Step 1 An Employee who has a Grievance as defined above, shall be allowed to contact their Steward after obtaining permission from their Supervisor. Such permission shall not be unreasonably denied. Should the Employee wish to submit a Grievance under this procedure, a written Grievance on the proper form relating to the complaint shall be prepared and presented to the immediate Supervisor with the Steward also present. The Grievance shall be submitted to the Supervisor within 15 calendar days of the event giving rise to the Grievance. The Supervisor shall, within five working days following receipt of the written Grievance, give a written reply to the Steward concerning the Grievance.

Steward's Time Off

The Steward in a grieved Employee's Department will be allowed to leave their work without loss of pay to investigate a Grievance and/or file a Grievance at Step 1. However, the Steward shall first obtain permission from his or her immediate Supervisor. Such permission shall not be unreasonably withheld.

Step 2 If settlement is not reached at Step 1, the Steward shall, within four working days after receipt of the Supervisor's Step 1 reply, present the written Grievance to the Department Superintendent. A meeting will be held within four (4) working days of this presentation attended by the Grievor, Steward, and Union President, the Supervisor, Department Head, and General Foreman.

The Department Superintendent shall give a written reply to the Grievance to the Union President, within four (4) calendar days following such meeting.

Grievor's Work Schedule Governs

Working days specified in Steps 1 and 2 refer to the Grievor's work schedule.

Step 3 If settlement is not reached at Step 2, a Union Table Officer may submit the Grievance to the General Manager within seven (7) calendar days of completion of Step 2. Within four (4) calendar days of the receipt of the Grievance, the General Manager will contact the Table Officer to arrange a meeting within seven (7) calendar days to discuss the Grievance. The Table Officer and the Chief Steward of the Department concerned will attend the Step 3 Meeting with the General Manager. The General Manager will mail or deliver a written decision to the Table Officer at the Union Office within seven (7) calendar days of the Step 3 Meeting.

Table Officer(s) Time Off

A Table Officer with prior approval from their supervisor will be allowed to investigate or file a Step 3 Grievance without loss of pay. It is preferable that this time is scheduled for the start or end of their shift.

Referral to Arbitration

If settlement has not been reached at Step 3, the Grievance may be referred to the Arbitration procedure, as outlined in Article 15. The grieved party will advise the other party of its intention to seek Arbitration by written notice mailed within 30 calendar days after the completion of Step 3. If such notice is not mailed within the 30 calendar day period, the Grievance shall be deemed to be settled according to the final answer given the Grievor at Step 3.

Group Grievance

- 14.03** If a Grievance as defined in 14.01 above involves a group or groups of Employees, the Grievance Procedure may be commenced at the step of the Grievance Procedure involving the first designated official of the Company having jurisdiction over the Employees affected or the subject matter concerned. Such Grievance must be submitted in writing within 15 calendar days of the event giving rise to the Grievance.

Union Grievance

- 14.04** (a) If a Grievance comes within 14.01 and concerns the Union as a whole and would not be handled by the provisions of 14.02, Step 1, or 14.03, Step 2, two members of the Union Executive (one of whom shall be a 'Table Officer') will sign such Grievance, and within 15 calendar days of the event giving rise to the grievance, present a written Grievance to the Company at Step 3 of the Grievance Procedure.

Company Grievance

(b) If the Company has a Grievance, it shall file the same in writing and submit it to the Union within 15 calendar days of the event giving rise to the Grievance. Such Grievance shall be considered to be at Step 3 of the Grievance Procedure.

Time Limits

- 14.05** If a Grievance is not processed or answers provided within the time limits provided at each Step, the Grievance shall then be automatically considered referred to the next higher step. Arbitration cannot be invoked

on an automatic basis but only by giving the necessary notice as provided in 14.02 preceding.

Time limits for settlement of Grievances at any Step may be extended by mutual agreement of the Company and the Union.

Disciplinary Action

14.06 (a) Any Step 1 written disciplinary action issued to an Employee shall be issued within **six (6)** working days of the date of the offense. Step 2 written disciplinary action issued to an Employee shall be issued within **ten (10)** working days of the date of the offense. Disciplinary action at higher Steps shall be issued as quickly as possible and due consideration being given to the time involved for a thorough investigation of the incident.

If an employee is given a non-disciplinary suspension without pay to provide the Company reasonable time to do a thorough investigation, the timelines in 14.06 (a) are extended by the length of this suspension. The Company shall render a decision no later than fourteen (14) days from the date of the non-disciplinary suspension. Where the investigation reveals that no disciplinary suspension is warranted or the disciplinary suspension is less than the time spent on the non-disciplinary suspension, the employee shall be paid for time lost and be made whole in all respects.

Union Notification

(b) The Union will be given a copy of any written disciplinary action issued to an Employee within seven (7) days of its issue. **The copy will indicate the reasons for such discipline.** The date the disciplinary action is issued will be the date of discovery for any Grievance that the Union may wish to initiate because of the disciplinary action taken.

Discipline Procedure

(c) The following shall be the normal Steps of the progressive discipline procedure. In the case of certain serious offences, some or all Steps may be waived and the Employee may be put on a higher Step immediately. Employees shall be advised what Step they are on, and that another offence may result in further disciplinary action up to and including termination of employment.

Step 1 (First Offence): The Supervisor discusses the offence with the Employee, in the presence of a Shop Steward, and turns in a written reprimand form. The Employee's record is cleared after three (3) months have elapsed without further disciplinary action.

Step 2 (Second Offence): A reprimand in the presence of first and second line supervision along with a Shop Steward; a written reprimand form is to be completed. The Employee's record is cleared after six (6) months have elapsed without further disciplinary action.

Step 3 (Third Offence): A reprimand in the presence of a Superintendent and a Chief Steward or Table Officer, per Article 14.07(c); a written reprimand form is to be completed. The Employee is suspended without pay. The Employee's record is cleared after one (1) year has elapsed without further disciplinary action.

Step 4 (Fourth Offence): Immediate dismissal. A Chief Steward or Table Officer, per Article 14.07(c), must be present; a written reprimand form is to be completed.

Discharge or Suspension

14.07 (a) If an Employee is discharged or suspended, written notice of such discharge or suspension shall be given or sent to the Employee by Registered Mail within five (5) calendar days of day of discharge or suspension. At the same time, notice of such suspension or discharge shall be sent to the Local 922 office.

Where an Employee is suspended during a shift for disciplinary reasons or for non-disciplinary reasons pending investigation, the Company will provide the Employee a ride home if required.

Grievance on Discharge or Suspension

(b) If an Employee believes they have been discharged or suspended without just and sufficient cause, the matter shall be presented at Step 2 of the Grievance procedure within seven (7) calendar days after receipt of the notice required in 14.07(a).

Steward Must Be Present

(c) The Chief Steward or a Table Officer in the respective Department or another Chief Steward or Table Officer if the Chief Steward or Table Officer from the Department is not on Company premises must be present at any meeting between Supervisory personnel and an Employee at which disciplinary action involving a suspension or discharge is to be taken. Where the Chief Steward or a Table Officer is not on the premises, the Employee will have present the nearest available Steward. Where a Steward is not on the premises, the Employee will have present the nearest available other Union officer.

When an Employee is being interviewed by representative(s) of the Company, and where such interview may result in disciplinary action, the Employee will have present the nearest available Steward or other Union Officer who is on Company premises.

Remedy for Adjusting a Grievance

(d) The remedy for adjusting a Grievance, if it is determined that any is justified, will consist of reinstatement with back-pay or with partial back-pay, or will consist of pay or partial back payment without reinstatement, or will consist of any other redress appropriate to the circumstances.

ARTICLE 15 – ARBITRATION

Arbitration Issues

15.01 The Arbitration procedure shall extend only to those Grievances that have been properly and timely filed according to Article 14.

One Grievance per Hearing

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

Arbitration Process

15.02 Within seven (7) calendar days of the date of mailing notice of intention to seek Arbitration, per Article 14.02, the Union and Company will meet and by lot establish the order in which the panel of Arbitrators will be requested to serve.

Panel of Arbitrators

The sole Arbitrator will be selected from the panel consisting of:

- (a) Professor K. Norman
- (b) Dan Ish
- (c) Anne Wallace

If the Arbitrator selected as first choice is unable to serve, then the remaining Arbitrators will be requested to serve as determined by lot.

15.03 When the sole Arbitrator has been selected as outlined above, the Arbitrator shall meet and hear the evidence of both parties as soon as possible. It shall be the duty of the Union Recording Secretary to contact the selected Arbitrator by written notice.

Power of Arbitrator

15.04 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 him or her and their decision must be based solely on the interpretation of the provisions of this Agreement.

Binding Decision

The decision of the Arbitrator shall be final and binding on both parties and upon any Employee affected by it.

Shared Costs

15.05 Each party shall be responsible for the costs of its witnesses in accordance with arrangements made by the party with such witnesses. The expenses of the Arbitrator and for the place of the Arbitration hearing shall be shared equally by the two parties.

ARTICLE 16 – HOURS OF WORK & SHIFT SCHEDULES

Company Work Day

16.01 (a) The Company's workday shall be the 24-hour period commencing with Shift 1 each day and continuing to the start of Shift 1 on the day immediately following.

Employee's Work Day

(b) An Employee's workday is the 24-hour period beginning with the start of the Employee's work shift, except for Employees on 10 or 12-hour schedules who may work a shortened work day due to the averaging of hours in the work cycle.

Length of Work Day

(c) The basic work day shall be 8 hours of work per day.

For Employees on 10 or 12-hour schedules, the basic work day shall be 10 or 12 hours of work per day or such lesser hours as may be called for on the particular shift schedule covering the Employee, or as per agreement between the parties.

Work Week

16.02 (a) The work week shall be the period commencing with the start of Shift 1 Sunday and ending with the start of Shift 1 on the Sunday immediately following. An Employee's normal days of rest will be consecutive.

(b) The basic work week shall be 40 hours of work per week. For Employees on compressed work week schedules, the basic work week will average 40 hours of work per week over the work schedule cycle.

Employee's Schedule

16.03 (a) The Company will develop and post schedules at least one (1) week in advance of the effective date of such schedules. Such schedules shall include the normal location, surface or underground, crew designation, and the starting and quitting times. It is agreed that the Company will not change posted schedules for the purpose of avoiding the payment of overtime.

(b) Where the Company changes a schedule and it results in an employee being short hours; upon request of the affected employee, the Company shall provide an opportunity for the employee to make up the hours at regular rates of pay. If an employee has an excess of hours they will be paid overtime as per Article 17.02 (b) (ii).

Changes in Employee Schedule

16.04 The Company will give an Employee 48 hours' notice of any changes in the Employee's schedule. If less than 48 hours' notice is given, the following shall apply:

(a) All hours changed within the first 48 hours following notice will be paid at overtime rate;

(b) If an Employee commences work and is subsequently sent home due to a change in schedule, the Employee will be paid at their regular rate of pay for all hours worked. If the employee works less than four hours, the Employee will be paid the difference between the hours worked and four hours at regular rates of pay. The Company will send the Employee home as soon as a decision is made to change the Employee's schedule for that day.

(c) If, as a result of a change of schedule, an Employee is scheduled to work less hours than they were scheduled to work prior to the change in schedule, the Employee will be given an opportunity to make up the additional hours at the Employee's regular rate of pay.

The Employee's previously scheduled days of rest during the first week of such changed schedule will be observed for overtime payment except as per (c) above. This provision does not apply if the scheduled change is a result of any Employee changing status due to promotion, preferential schedule or jobs.

Notification of Changed Shift Times

16.05 (a) The Union will be notified not less than seven (7) days prior to any proposed change in scheduled starting times.

Standard Shift Times

(b) Standard shift working hours for all Employees will be:

Shift 1 - From 8:00 a.m. to 4:00 p.m. – Day Shift

Shift 2 - From 4:00 p.m. to 12:00 midnight – Afternoon Shift

Shift 3 - From 12:00 midnight to 8:00 a.m. – Night Shift

Standard 12-hour shift working hours for all Employees will be:

Shift 1 - 8:00 a.m. to 8:00 p.m. – Day Shift

Shift 2 - 8:00 p.m. to 8:00 a.m. – Night Shift

Standard 10-hour shift working hours for all Employees will be:

Shift 1 - 7:00 a.m. to 5:00 p.m. – Day Shift

Shift 2 - 4:00 p.m. to 2:00 a.m. – Afternoon Shift

Shift starting times will not vary more than two (2) hours from times stated above.

8-hour and 4-hour shifts will start at times mutually agreed between the Company and the Union.

Starting Time – Work Day and Work Week

It is understood that the Company's work day and work week as defined in Article 16.01 and 16.02 will start with Shift 1 (normally at 8:00 a.m.) for the purposes of overtime and Designated Holidays, as well as for the other provisions of this Agreement.

Lunch Periods

(c) All Employees will have a paid 20-minute lunch period that will be taken within 1/2 hour of mid-shift. For 12-hour schedules, this will be noon for day shift and midnight for night shift.

Rest Periods

(d) A rest period shall be provided during each half of the shift. Such rest period shall consist of not more than 15 minutes of work interruption based upon normal travel time if the rest periods need to be taken in other than the work area. Work in a remote area may require longer travel time, which will be approached reasonably by the Company and the Employees involved. Rest periods shall be granted in overtime work, approximately two (2) hours after meal provisions in Article 17.03.

For 12-hour shift work, the second rest period shall be taken at approximately the seventh hour from the start of the shift and the final rest period shall be taken at approximately the ninth hour from the start of the shift. (Should an 8-hour shift be scheduled, a rest period will be allowed during each half of the shift. Should a 4-hour shift be scheduled, one 15-minute rest period will be allowed.)

Continuous Shift Relief

16.06 Employees assigned to a continuous shift operation may leave without loss of pay when their relief reports. No Employee assigned to a continuous shift operation shall leave at the end of the shift until the relief reports, unless the Employee is specifically released by the Supervisor.

Shift Exchange

16.07 Mutual exchange of work shifts between Employees shall be permitted in conformance with established practice, with no additional cost to the Company. Unscheduled vacation time or banked time will not affect granting of requested shift exchanges between Employees.

Notification of Absence

16.08 (a) Employees who cannot report for work on their regularly scheduled shift shall notify their immediate Supervisor prior to the start of the shift. If it is impossible to notify the immediate Supervisor, the Employee shall notify another Supervisor in their department. If the Employee is unable to notify another Supervisor, the Employee will notify a Supervisor in the Central Control Room (CCR), where applicable.

Unexcused Absence

(b) An Employee who does not report for their regularly scheduled shift shall be considered to be on an unexcused absence unless such absence has been authorized or the Employee is on a Leave of Absence as provided for in this Agreement.

ARTICLE 17 – OVERTIME

17.01 (a) The Company shall determine the need for overtime and shall make a sincere effort to keep such overtime to a minimum.

Right to Refuse Overtime

(b) Overtime may be refused by an Employee except:

- in an emergency, or
- when the Employee is scheduled to work on their Designated Holiday (See Article 19.04).

Work may not be refused where the Employee is scheduled to work and is being paid at overtime rates due to the Designated Holiday

Scheduled Overtime

(c) Work may not be refused where the employee is scheduled to work and is being paid overtime due to required scheduled overtime as part of their 12-hour shift rotation. This includes Mine Production, Mine Construction, Mill Production, Hoist Operators, Shift Mechanics, Mine Technicians, Stationary Engineers, and Shift Electricians. This overtime is considered part of the employee's schedule.

Employees may choose to bank these hours at straight time and be paid regular time in lieu of overtime pay for the scheduled overtime. These banked hours combined with any banked holiday hours from article 19.05 are to a combined maximum of 36 hours in any vacation year and will be applied for and granted as per Article 19.05 (b) and (c) or paid out in accordance with Article 19.05 (d).

If the regularly scheduled overtime day falls on a public holiday, the day prior to the public holiday(s) will be deemed the scheduled overtime day.

Shortened work week overtime due to a Designated Holiday is not eligible for banking.

Overtime Rate of Pay

17.02 (a) All overtime hours worked by an Employee shall be paid for at two (2) times the Employee's base wage rate.

Overtime Pay

(b) Overtime shall be paid for:

- i) - A. All hours worked by an Employee in excess of eight (8) hours within a 24-hour period.
- B. For Employees on 12-hour schedule, all hours worked in excess of 12 hours within a 24-hour period or when the approved work schedule calls for less than 12 hours work within a 24-hour period, for all such hours worked in excess of such work schedule requirements, except when Article 16.01(b) applies.
- [A and B above do not apply for changes made at the request of the Employee.]

- ii) All hours worked by an Employee in excess of 40 straight time hours within any single work week.

For Employees on 10 or 12-hour shifts, all hours worked by an Employee in excess of the specified hours of the standard cycle rotation.

- iii) All hours worked by an Employee on his or her scheduled days off in a work week.

- iv) For all hours worked by an Employee on a Designated Holiday.

- v) For all hours worked by an Employee whose regular scheduled day off falls on the Designated Holiday, on the Employee's next regular scheduled shift following the Designated Holiday.

For those Employees on 10 and 12-hour work schedules, for all hours worked by an Employee in excess of the Employee's shortened work week hours in a week where 19.03 (ii) applies.

Overtime Meals

- 17.03** (a) An Employee who works two (2) or more consecutive hours after an assigned shift or for more than three (3) hours on a call out will be furnished with a hot meal by the Company. Meals will be made available as early as practicable at the commencement of overtime and every four (4) hours thereafter. For Employees working more than a scheduled 12-hour shift, the overtime meal will be provided at the start of working overtime. All meals in relation to this article will be eaten on paid time with not more than 20 minutes work interruption.

The provision of meals or meal claims on callouts or overtime shall apply only if the callout or overtime was scheduled with less than 12 hours' notice.

Meal Claims

(b) If an Employee does not wish the meal provided, a \$20.00 meal claim will be paid in lieu of the meal. If an Employee is entitled to more than one meal because of the length of overtime worked, the \$20.00 meal claim will be paid in lieu of each meal.

If an employee does not wish the meal provided and the overtime work is near completion (typically within an hour), the employee may opt to forgo the meal and the meal break, and instead work through and receive the equivalent of one half (1/2) hour pay at the employee's overtime rate.

Assigned Shift

(c) For the purpose of this Article, an assigned shift is defined as the first shift worked on any work day whether such shift is paid for at regular or double time rates.

Transportation After Overtime

17.04 In the case of unscheduled overtime, if an Employee has no other means of transportation available and provided the Employee lives within a 60 km radius of the minesite entrance, the Company will provide transportation to the Employee's home. Likewise, when an Employee works beyond the normal finishing time of the shift and has no other means of transportation available, the Company will provide transportation. This provision will not apply in those cases where the Employee agreed prior to start of the shift to work beyond the normal finishing time. However, if the Employee wishes to arrange his or her own transportation to pick them up at the minesite, the Employee will be paid a transportation allowance of **\$30.00**. This provision will not apply if Company transportation is being supplied to other Employees going to the same general location at the same time.

Distribution of Overtime

17.05 Overtime work will be distributed as equitably as is reasonably practical among Employees normally performing the work in the area or the crew who have the required skills and abilities to perform the work. It is understood that this Section does not assume that each Employee sharing overtime within a particular area and crew will, at any given time, have received the same number of overtime hours but merely expresses the policy of the Company to keep such overtime as nearly in balance from time to time as is practicable under the circumstances.

Allocation Lists

- 17.06** (a) Up-to-date lists showing how overtime has been allocated within the particular group in the area or the crew shall be maintained by the Supervisor and shall be posted. If an Employee does not accept the opportunity to work an overtime assignment, it will be considered as overtime worked and so recorded.

Overtime Imbalance

- (b) If the balance of overtime hours worked among a group that normally shares such work is not maintained, a Grievance may be filed. Corrective action, if the Grievance is sustained, will be limited to identification of the unbalanced overtime distribution and offsetting imbalances to correct the overtime distribution as soon as practicable.

Work in Excess of 16 Hours

- 17.07** Employees who work in excess of 16 hours in a 24-hour period must be granted their next scheduled shift off with pay at basic straight time rate, only if such regularly scheduled shift of work is consecutive with the 24-hour period in which the excessive time was worked.

Call-Out

- 17.08** (a) Employees who are called out and who report for work on a special call after they have left the minesite, and before the planned starting time of their next shift shall receive call-out pay.

Call-Out Pay

- (b) The minimum pay for any call-out shall be four (4) hours pay at two (2) times the Employee's regular straight time hourly rate.

Where an Employee is contacted at home by a supervisor and is required to perform a specific requested task over the phone (i.e. troubleshooting), the Employee shall be paid a minimum of one (1) hour at two (2) times the Employee's regular straight time hourly rate. It is understood that this payment shall not apply to a basic request or follow-up question (i.e. location of misplaced equipment).

Emergency Work Only

- (c) If an Employee completes the work for which they were called out or other emergency work prior to working the minimum time guaranteed, the Employee may leave and still receive the minimum pay.

10 Hours Rest After Call-Out

(d) If an Employee is called out and works any portion of time between midnight and 4:00 a.m., the Employee will not be required to report for his or her day shift that day until **ten (10)** hours have elapsed from the time the Employee finished the callout work. The Employee will be paid at his or her base straight time rate for any time missed on his or her regular day shift due to this provision.

If the Employee has less than two (2) hours left in his or her regular shift after the required **ten (10)** hours rest period, the Employee will not be required to work the remainder of their shift; **however**, will **not** be paid for the time missed. Article 17.07 will apply if it is more favourable to the Employee.

If the Employee feels they need additional time off for safety reasons, they may request and will be granted the time off as unpaid leave to a maximum of the remainder of the shift.

On Site Call-Out

(e) If an Employee is called back to work after their regular shift while changing or while in the parking lot and reports back for work, the Employee will be guaranteed a minimum of two (2) hours' pay at two (2) times their regular base rate.

ARTICLE 18 – WAGES, PREMIUMS AND CLASSIFICATIONS

18.01 Wage scales, classifications, and adjustments are set forth in Appendix A, attached to and forming an integral part of this Agreement. Such rates shall be effective as indicated in Appendix A.

Premiums

18.02 The following premiums shall be in effect:

(a) For all work performed on afternoon **and night** shifts: **\$2.45** per hour effective the first Sunday of the pay period following ratification. **In addition, the premium will be paid on the last four (4) hours of a 12-hour day shift. The premium is not applicable to a ten (10) or eight (8) hour day shift. All shifts are defined in 16.05(b).**

This premium would increase to **\$2.50** effective February 1, 2019, and to **\$2.55 effective February 1, 2020.**

(b) For all work performed by Employees designated as Crew Leaders: 30¢ per hour.

(c) For all work performed by Employees required to work with their own tools, and who have the required tools: 65¢ per hour. NOTE: The Company will not deduct any amount greater than the Employee's tool allowance earnings per pay period for monies owed on the personal tool account (except at termination).

(d) For all work performed Underground (below shaft collar) by Employees: 40¢ per hour.

Not in Base Rates

The above premiums will be paid for hours specified above and will not be included in the determination of basic straight time hourly rates.

Skill Premiums – Operator 2

18.03 (a) Mine and Mill Operating Employees classified as Operator 2 will be eligible for premium payments for each additional skill possessed of:

- i) For first additional skill: **50¢ per hour effective February 1, 2018, 55¢ per hour effective February 1, 2020.**
- ii) For second additional skill: **65¢ per hour effective February 1, 2018, 70¢ per hour effective February 1, 2020.**

Skill Premiums – Operator 1

(b) Mine and Mill Operating Employees classified as Operator 1 will be eligible for premium payments for each additional skill possessed of:

- i) For first additional skill: **50¢ per hour effective February 1, 2018, 55¢ per hour effective February 1, 2020.**
- ii) For second additional skill: **65¢ per hour effective February 1, 2018, 70¢ per hour effective February 1, 2020.**

(c) Mill Operator 1 and Mill Operator 2 qualified to work in both the Loadout and Mill areas will be eligible for a third premium payment of **50¢ per hour effective February 1, 2018, 55¢ per hour effective February 1, 2020.**

Skill Premiums – Water Treatment

(d) Stationary Engineers who are required to work with the domestic water system and who can attain Class 2 certification as Water Treatment and Distribution Technician will be eligible for a premium payment of 40¢ per hour.

Time Requirements for Skill Premiums

18.04 (a) All Mill Operators classified as Operator 1 or 2 and all Mine Operators classified as Operator 1 or 2 will be eligible to earn the additional skill premiums in their classification. It is understood that two skills can be achieved after 1,500 hours in Mine Operations and after 2,000 hours in Mill Operations, and three skills can be achieved after 2,700 hours in Mill Operations.

Mine Operations: 1st skill after 1,000 hours in the job
2nd skill after additional 500 hours in the job

Mill Operations: 1st skill after 1,300 hours in the job
2nd skill after additional 700 hours in the job
3rd skill after additional 700 hours in the job

Skill Premiums in Base Rate

(b) Skill Premiums will be included as part of the Employee's basic straight time rate.

Weekend Premium

18.05 Effective the first Sunday of the pay period following ratification, a premium of **\$1.70** per hour will be paid for all hours worked on Saturdays and Sundays. If premium pay for Saturday and/or Sunday work should become a requirement under Labour Legislation, Saturday and/or Sunday premium paid under this clause shall be the greater of **\$1.70** per hour or that required by such Labour Legislation, and such Saturday and/or Sunday premiums will not pyramid.

This premium would increase to \$1.75 effective February 1, 2019, and to \$1.80 effective February 1, 2020.

Journeyperson Definition

18.06 Employees holding a valid Saskatchewan or Interprovincial Certificate of Journeyperson status in the following trades and who are working in that trade will be classified as "Journeyperson":

- Industrial Mechanic, Electrician, Welder, Heavy Duty Mechanic, Machinist, Carpenter, Industrial Instrument Technician, Steamfitter-Pipefitter, Plumber, **Painter and Decorator, and Refrigeration and Air Conditioning Mechanic.**

Multi-craft Premium

A Journeyperson who holds a second valid Saskatchewan or Interprovincial ticket in any two (2) of the trades referenced in 18.06 above will be granted an increase of 35¢ per hour in his or her basic straight time rate. To be eligible for such Multi-craft increase, the Employee may be required to work from time to time at the trade in which he or she holds such a second ticket.

Multi-craft Premium will be paid for a High-Pressure Welding Certificate if required by the Company. A maximum of two (2) high pressure tickets will be recognized by the company and the premium will be added to the base rate.

Multi-craft Premium of 35 cents per hour shall be paid to a maximum of four Journeyperson Steamfitter-Pipefitters if they hold a valid Gas Fitters license.

Multi-craft Premium of 35 cents per hour shall be paid to a maximum of one Journeyperson who also holds a Refrigeration ticket.

Journeyperson Recognition

Journeyperson status, as outlined above, will be recognized by the Company when the Employee presents his or her Certificate of Journeyperson status. Rate increases because of Journeyperson status will be effective from the date shown on such Certificate, provided such documentation is presented to the Company within three (3) months of receipt by the Employee.

ARTICLE 19 – DESIGNATED HOLIDAYS

Days Observed

19.01 The following shall be Designated Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Remembrance Day
Victoria Day	Christmas Day
July 1st (Canada Day)	Boxing Day
Saskatchewan Day	

Pay for Designated Holiday

19.02 (a) The above-named holidays, when not worked by an Employee, shall be paid provided the Employee has worked at least one (1) complete shift during the 14 calendar day period immediately prior to the observance of said holiday. Employees will not be paid if they are on leave of absence and/or are receiving pay for the day through benefit plans or through the Workers' Compensation Board.

Under the provisions of Article 19.02(a), if an Employee is eligible to receive pay for Christmas Day, he or she shall also be eligible for Boxing Day and New Year's Day.

(b) An Employee eligible for Holiday pay as in (a) above shall receive eight (8) hours pay at their basic straight time rate for each of the Designated Holidays. If an Employee works on such Holiday, he or she will be paid in addition in accordance with Article 17.02(b) (iv).

If the Employee is on 10 or 12-hour shift schedule,

i) and the Employee is scheduled to work and is given that day off, the Employee will receive his or her basic straight time rate for the hours they were scheduled to work that day.

ii) and the Employee is required to work that day, the Employee will receive 8 hours pay at his or her basic straight time rate, and in addition, they will be paid in accordance with Article 17.02 (b) (iv).

Pay for Holiday Falling on Scheduled Day Off

19.03 If the Designated Holiday falls on an Employee's regular scheduled day off, the Employee will be given his or her next scheduled shift as a day off. However, where the Employee's next scheduled shift is in the following work week, the Employee will be given the shift prior to the Designated

Holiday as a day off. If required to work on either of these two days, the Employee will be paid for such work in accordance with Article 17.02(b)(v). Payment for such Designated Holiday will be made on the day of the Designated Holiday.

For those Employees on 10 or 12-hour work schedule:

If the Designated Holiday falls on an Employee's regular scheduled day off,

(a) and the Employee is given his or her next scheduled shift off or the shift prior to the Designated Holiday off as described above, the Employee will receive eight (8) hours pay at his or her basic straight time rate or the basic straight time rate for the hours they were scheduled to work that day, whichever is greater.

(b) and the Employee is not given his or her next scheduled shift off, the Employee will receive eight (8) hours pay at his or her basic straight time rate and their work week will be shortened by eight (8) hours that week for the purpose of overtime calculations. (Overtime eligibility will not be affected for Employees qualifying for Workers' Compensation Board benefits, or under Article 16.07 – Shift Exchange; Article 19.05 – Banked Holidays; Article 20 – Vacation; Articles 21.13, 21.14, and 21.15 – Jury/Crown Witness Leave, Bereavement Leave, and Pallbearer Leave).

Company's Right to Schedule Work on Holiday

19.04 Neither this Article, nor Article 17.01, shall limit the right of the Company to schedule an Employee to work on any Designated Holiday that falls on the Employee's regular scheduled workday.

Banked Holidays

19.05 If an Employee works on a designated holiday, the Employee shall have the option of:

(a) receiving Designated Holiday Pay per Article 19.02 and overtime pay per Article 17.02(b)(iv) through the normal payroll process in full settlement of such work; or

(b) receiving overtime pay per Article 17.02(b)(iv) for such work through the normal payroll process, and banking the Designated Holiday pay and the corresponding hours, which may be used to augment the Employee's annual vacation entitlement. Such pay will be at the Employee's base rate. Such time off will be for periods of not less than four (4) hours. If hours banked equal less than four (4) hours, the Employee may take the balance

of these hours OR a complete shift may be granted where requested by the Employee, and the difference will be without pay.

(c) An Employee shall be allowed to bank Designated Holidays. Banked Designated Holiday time will be accrued in the same bank as the overtime banked as per article 17.01 (c), with a combined maximum of 36 hours per vacation year, and can be used as per Article 19.05(b) but must be requested in writing seven (7) days in advance. Granting of requests will be subject to operational requirements. Employees may submit a written request for pay-out of any banked days.

(d) Designated Holidays that are banked in accordance with Article 19.05 (c) or any overtime banked in accordance with 17.01 (c), and which is not taken will be paid out at the end of the vacation year and will not be carried forward.

Holidays During Vacation

19.06 Should a Designated Holiday occur during an Employee's annual vacation an additional day's vacation will be granted for each Designated Holiday in such vacation period.

ARTICLE 20 – ANNUAL VACATIONS

Vacation Year

20.01 The period July 1 to June 30 the following year will be recognized as the Vacation Year.

Vacation Entitlement – New Employees

20.02 Employees who commence employment after July 1 in any year will have their vacation time adjusted to the Vacation year in first year of employment.

Vacation Entitlement

20.03 An Employee with more than 1 year of continuous service and up to 5 years of continuous service will be entitled to 120 hours annual vacation. For every additional year of continuous service after 5 years, an additional 8 hours of vacation will be added to the total annual vacation up to the tenth year. Should a partial day vacation be left at the end of an Employee's vacation schedule, upon request it shall be granted as 1 full day, with the balance of the day being considered an unpaid leave of absence. Otherwise, the partial day will be paid out at the end of the vacation year.

20.04 An Employee with 10 years or more of continuous service will be entitled to 160 hours annual vacation.

Employees with 15 years or more continuous service will be entitled to 200 hours annual vacation.

Cumulative Vacations

20.05 Vacations can be cumulative and carried over only to the vacation year immediately following. Such cumulative vacation must be by mutual agreement of the Employee, the Union, and the Company in writing. The Union will be furnished with a copy of such Agreement when made.

Vacation Scheduling

20.06 Vacation scheduling shall be by Departments. The requirements of efficient operations shall be of paramount importance in scheduling vacations, with seniority given all possible consideration for vacation requests received prior to May 1. Vacation requests received prior to May 1 shall also take precedence over any requests for personal Leave of Absence.

Vacation Shutdown

20.07 (a) A vacation/maintenance shutdown can be designated by the Company provided it falls during the months of July and/or August, and the Union will be notified of the Company's intention regarding such vacation/maintenance shutdown not later than April 1 of that year.

(b) Where a vacation/maintenance shutdown is designated, the Company shall provide an estimate of manpower requirements **twenty-eight (28)** days prior to the commencement of the vacation/maintenance shutdown. It is understood that this estimate may change prior to the commencement.

(c) All work required during a vacation/maintenance shutdown shall be allocated by the Company and will be performed by the most senior Employees who normally are assigned such duties i.e. hoist maintenance crews will maintain the hoist, trades will do trade work, and operators will operate. For the Mine Department it is understood that there will be no differentiation between production operators or construction operators. No bumping will be allowed.

(d) If a crew is to be augmented (more people required than just the normal crew) then the most senior qualified people in the department will be offered such work. For example:

- to assist the hoist maintenance crew to complete changing hoist ropes, utilize employees such as underground mechanics from the shops and fields.
 - for extensive welding in the Mill, then the additional welders will come from the underground maintenance crew.
- (e) A vacation/maintenance shutdown may be for a maximum of four (4) consecutive weeks.

Split Vacations

20.08 Employees shall have the right to split their annual vacation into periods of not less than one (1) week (five (5) working days), except when Article 20.03 affects the vacation entitlement, in which case only one split of less than one (1) week will be allowed annually.

Vacation Pay

20.09 (a) Employees who have 5 years or less continuous service will be paid 6% of their vacation year gross earnings as vacation pay. Employees who have more than five (5) years continuous service, but less than 10, will be paid for vacation as follows:

- (b) 6th year – 6.4% of vacation gross earnings
- 7th year – 6.8% of vacation gross earnings
- 8th year – 7.2% of vacation gross earnings
- 9th year – 7.6% of vacation gross earnings

(c) Employees who have 10 years or more continuous service will be paid 8% of their vacation year gross earnings as vacation pay.

(d) Employees who have 15 years or more continuous service will be paid 10% of their vacation year gross earnings as vacation pay.

(e) Employees' vacation pay will be based on their gross earnings from the start of the second pay period in June to the end of the first pay period in June following.

Time of Payment

(f) Employees will receive vacation pay on their regular pay cycle for the period they are on vacation. At any time after the first payroll run in June each year, and where requested by the Employee with a minimum of 14 days written advance notice for each period when the Employee takes vacation, the Company will issue the vacation pay in the pay period immediately prior to when the vacation is taken. Where an Employee has vacation scheduled between the June year-end vacation pay cut-off and June 30, the Employee will receive vacation pay at the time of the year-

end vacation pay cut-off and will not receive vacation pay on their regular pay cycle for the period they are on vacation.

WCB/STD/LTD Vacation Adjustment

- 20.10** An Employee with two or more years of seniority, who worked in a vacation year but was absent on Workers' Compensation, Short-term or Long-term Disability for more than 30 consecutive days in that vacation year, will have vacation pay adjusted. The employee will have their vacation pay topped up to a maximum amount equal to the employee's base rate at the time of disability multiplied by the employee's annual vacation entitlement at the time of disability in hours (i.e. \$40.00 x 120 hours = \$4800). The top-up will be less any accrued vacation pay in the year of the disability **and less any unused vacation pay.**

Employees absent on Workers' Compensation, Short-term or Long-term Disability for more than 30 consecutive days shall be entitled to a maximum of one year's vacation entitlement upon return to work.

Pay in Lieu of Vacation

- 20.11** No Employee shall continue to work and draw vacation pay in lieu of such vacation except by mutual written agreement between the Employee, the Union, and the Company.

Vacation Bonus

- 20.12** A Vacation Bonus of two hundred dollars (\$200) will be paid to all Employees in addition to the Vacation Pay outlined in Article 20.09 starting with the year in which such Employee accumulates 1 full year of continuous service.

- 20.13** The Vacation Bonus will be two hundred and fifty dollars (\$250) and paid in addition to the Vacation Pay outlined in Article 20.09 starting with the year in which such Employee accumulated 5 years' continuous service.

The Vacation Bonus will be three hundred dollars (\$300) and paid in addition to the Vacation Pay outlined in Article 20.09 starting with the year in which such Employee accumulated 10 years' continuous service.

Payment of Bonus

- 20.14** Vacation Bonus will be paid between June 15 and June 30 in each calendar year. Employees taking their vacations prior to these dates will not receive their vacation bonus until these dates. To be eligible, Employees must have vacation earnings in the vacation year prior to payment of the bonus and be on the active payroll at time of payment.

Employees on leave of absence or receiving Sick Days or Short-Term/Long-Term Disability or Workers Compensation benefits at time of payment will receive the allowance upon their return to work. However, if an Employee's absence spans two calendar years they will only be eligible for one payment.

Hospitalization During Vacation

20.15 If an Employee is confined to a hospital due to unforeseen circumstances during his or her vacation, such Employee may receive sick benefits for each day of confinement in accordance with the provisions of Article 22.06 – Sick Days.

Bereavement Leave or Memorial Service During Vacation

When an Employee attends the funeral or memorial service of a member of his or her immediate family as outlined in Article 21.13 during their vacation, such Employee shall be entitled to Bereavement Leave to the maximum number of days as allowed under Article 21.13, upon verification of date of death and date of funeral or memorial service.

The Company will arrange to allow such Employee to take extra day(s) of vacation at a later time, equal to the number of days the Employee received benefits while confined and/or for attendance at the funeral or memorial service, but in no case, shall the vacation period exceed the provisions under Article 20.

ARTICLE 21 – LEAVES OF ABSENCE

Union Leave

21.01 (a) The Company shall grant a Union Leave of Absence without pay to a maximum of six Employees, each from a different Department or if some are from the same Department, if they have different job assignments, for a maximum of two weeks. The Company shall grant leave for an additional Employee as long as one of the seven Employees is the Union President.

The Union must request such leave in writing at least one week in advance of such leave. If a request for Union Leave of Absence is made with less than one week's notice or for more than the number of Employees described above, the Company may grant such leave giving due consideration to the requirements of Company operations.

For approved Union Leave of Absence without pay not exceeding two weeks, the Company agrees to pay the Employee's base wage including any premiums as per Article 18 for the scheduled work time missed and

bill the Union for that amount plus **25%**. **In addition, if the employee is not eligible for shortened work week overtime as per Article 19.03(b) due to union leave, the Company will pay the overtime and bill the union for that amount plus 25%.** The Union will reimburse the Company for this amount as billed.

(b) The President of the Local, or designate, will be granted leave of absence with pay for one full shift (i.e. 8, 10, 12 hours) each week at his/her regular straight time hourly rate to conduct business on behalf of the union local. Such shift shall be on the same day each week as mutually agreed upon between the Union and the Company.

21.02 An extended Leave of Absence without pay but with maintenance and accumulation of seniority shall be granted to one Employee designated by the Union for conducting on a full-time basis the Union business of Local 922, or Unifor. Such leave may be for a maximum of 1 year unless extended by mutual agreement of the parties for another 1-year period. Should the Employee return to work following such Leave of Absence, reinstatement will be according to provisions of Article 21.16.

Personal Leave up to 28 Days

21.03 The Company may grant a Personal Leave of Absence without pay for a period of up to 28 calendar days, providing such leave is requested in writing at least 2 weeks in advance, unless there was no possibility that the Employee had such prior knowledge of the necessity of the leave. Such leave may be extended by mutual agreement between the Company and the Employee. 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 and efficient 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.

21.04 A Personal Leave of Absence without pay for 1 or 2 days may be granted without written request, provided it is requested in advance and complies with the other provisions of Article 21.03.

Paid Personal Leave

21.05 Employees may be eligible for pay for hours of necessary absences as follows:

(a) Time off for the below absences will be paid to a yearly maximum amount equivalent to the Employee's unused accumulated sick days.

- i) Serious illness in the Employee's immediate family requiring the Employee's presence.
- ii) Medical appointments in the Employee's immediate family requiring the Employee's presence for treatment for a serious illness, surgery or a procedure requiring hospitalization. This provision does not include routine medical appointments such as dentist, optometrist, and doctor appointments.
- iii) Unforeseen illness of an Employee's child, step-child or foster child preventing the child from attending school or child care requiring the Employee's presence.

Immediate family is defined as: Spouse, parents, step-parents, brother, sister, children, step-children, grandchildren, grandparents, foster children, foster parents, legal ward or legal guardian of the Employee. **For i) above, the immediate family will include the same relationships of the spouse.**

Prior to accessing this provision, employees shall provide advance notice where possible.

(b) Time off for the below absences will be paid to a yearly maximum amount equivalent to 16 hours pay, or where the Employee regularly works 10 or 12-hour shifts, a maximum of 20 or 24 hours respectively, using accumulated sick days for the paid Leave of Absence.

- i) Imminent damage to the Employee's domicile that threatens extensive property damage or survival of the family.
- ii) Birth of an Employee's child.
- iii) Death of a family member not included in the Employee's immediate family.

The Company reserves the right to request proof that the above (a) or (b) situations took place, requiring the Employee's absence for the hours requested.

If no sick time is available, banked time will be utilized first followed by Leave of Absence without pay.

Sick Leave

21.06 Employees shall be granted Sick Leave of Absence without pay provided that:

(a) such leave is for personal illness or injury that renders the Employee physically unable to report for or perform his or her regular duties;

(b) the leave shall be for a maximum period of 24 calendar months, or a period equal to the Employee's seniority, whichever is the lesser, but in no case, shall the minimum leave available be less than 12 calendar months;

(c) extension to the above periods of leave may be granted by the mutual agreement of both parties.

Return from Sick Leave

21.07 No Employee shall return from such sick leave without the written permission of a qualified practitioner. In addition, any Employee shall, if requested by the Company, submit to a medical examination by a medical practitioner of the Company's choice at the Company's expense prior to return to work to ensure that the Employee meets the Company's health and medical standards.

21.08 Provisions of Articles 21.06 and 21.07 do not affect any sick leave benefits specified in Article 22 of this Agreement.

Maternity and/or Parental Leave

21.09 Maternity and/or Parental Leave of Absence shall be granted to an Employee without pay, but with maintenance and accumulation of seniority, for a period up to the maximum prescribed by law. An extension may be granted by mutual agreement of the parties. Return to work following such Leave of Absence will be in accordance with the provisions of Article 21.16.

Adoption Leave

21.10 Adoption Leave of Absence without pay shall be granted to an Employee for a period up to the maximum prescribed by law. Application for such leave must be made at least 4 weeks before the date of adoption of the child. Leave will start on the date specified for the adoption of the child. If 4 weeks' notice of such leave is not possible, the employer must receive notice equal to the notice given to the Employee of the adoption date by

the Department of Social Services. Return to work following such Leave of Absence will be in accordance with the provisions of Article 21.16.

Education Leave

21.11 When an Employee wishes to further the possibility of advancement with the Company by taking a full-time course of training, the Company will, subject to manpower requirements, and the maintenance of the efficiency of its operations, grant that person an Educational Leave of Absence without pay, provided that:

- (a) the Employee requests the leave of absence in writing at least 45 days in advance, and submits details of the course.
- (b) such leave of absence be approved in writing by the Company.
- (c) the Employee has at least 2 years' seniority with the Company.
- (d) the leave is for a period of less than 10 months.
- (e) a maximum of two such leaves of absence shall be granted in any 12-month period, with the Employees being from different departments.
- (f) if an Employee fails to maintain regular attendance at the course of training for reasons unacceptable to the Company, the leave will be cancelled and the Employee's employment with the Company may be terminated.
- (g) the period of leave shall be included in determining the Employee's seniority. Such Employee shall return to his or her previous job upon completion of the leave, provided the Employee is entitled to such job by his or her seniority.
- (h) such full-time course of training be directly related to work within the potash industry.

Jury/Crown Witness Leave

21.12 (a) When an Employee is summoned to and reports for jury duty or is called and reports as a Crown witness, the Employee shall be paid the difference between the daily amounts received for such jury duty or Crown witness service and his or her basic straight time pay provided such day or days were regularly scheduled days of work.

(b) Such differences shall be paid only if the Employee presents a written statement to the Company from an appropriate Court officer showing dates

of such jury duty or Crown witness service, and the amounts received for such service.

Bereavement Leave

21.13 (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 or memorial service. It is understood that such paid leave will not be granted in instances when the Employee otherwise eligible does not attend the funeral or memorial service.

In the event the funeral or memorial service of a member of the immediate family of an Employee is held at a distance in excess of one day's travel, i.e. 500 km from the Employee's residence, or where reason justifiable to the Company is presented, such Employee's Bereavement Leave will be extended through the second day after the day of the funeral or memorial service, subject however to the four (4) day maximum paid Bereavement Leave.

An Employee will be entitled to Bereavement Leave pay only for those days absent within the four (4) day period in which the Employee was scheduled to work.

Common-law status will be recognized only if the Employee has advised the Company of such status prior to the funeral.

"Immediate Family" is defined as: the spouse, parents, step-parents, brother, step-brother, sister, step-sister, children, step-children, grandchildren, grandparents, foster children, foster parents, legal ward or legal guardian of the Employee or their spouse.

Sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law will be included as immediate family for the purpose of Bereavement Leave only.

(b) For each of the 4 day leave of absence for which the Employee is eligible to receive pay, the Employee shall be paid at his or her basic straight time rate for all hours scheduled to work.

(c) In the event that an Employee is unable to attend a funeral or memorial service in excess of 500 km from his or her home, of a member of his or her immediate family, the Employee will be granted one day of Bereavement Leave of absence if they are scheduled to work on the day of the funeral and will be paid at their base rate for the scheduled hours missed, upon verification of date of funeral or memorial service.

Pallbearer Leave

21.14 (a) In the event an Employee is specifically named as a pallbearer and gives the Company 24 hours' notice, the necessary time off will be granted and the Employee will be paid up to the maximum of one regular scheduled shift missed at the Employee's basic wage rate.

(b) Pallbearer Leave will not be applicable if Bereavement Leave is claimed.

Public Office Leave

21.15 An extended leave of absence without pay but with maintenance and accumulation of seniority may be granted to an Employee for the purpose of campaigning for or being elected to a Provincial, Federal or Municipal government seat. When deciding to grant or refuse a request for such leave, the Company will consider the provisions of Article 21.03, including the required advance notice. Such leave may be for a maximum of 1 year unless extended by mutual agreement of the parties for another 1-year period. Any further extension shall be subject to mutual agreement of the parties and provisions of the applicable Provincial or Federal election legislation.

Return to Work After Leave

21.16 Any Employee returning to work after any recognized Leave of Absence shall be reinstated in his or her former job. If the job does not exist, if it is changed in content, or if the Employee is no longer qualified to perform such work, the Employee may displace any junior Employee who is in a job for which the returning Employee is qualified.

Compassionate Leave

21.17 Compassionate Leave of Absence shall be granted to an Employee without pay, but with maintenance and accumulation of seniority, for a period up to the maximum prescribed by law. An extension may be granted by mutual agreement of the parties. Return to work following such Leave of Absence will be in accordance with the provisions of Article 21.16.

**ARTICLE 22 – BENEFIT PROGRAMS
GENERAL CONDITIONS**

22.01 The following is a listing of the benefit plans. The official plan text states the exact terms, conditions, and limitations, and will be the governing factor whenever a question arises. More information on the following plans can be obtained from the Employee Benefits Handbook.

Disability benefit coverages as outlined in the Short- and Long-Term Disability Plans are designed to replace earnings lost due to a disability that causes an Employee to miss work. These plan texts outline the conditions in which benefits are payable by the insurance companies as well as the method of resolving disputes in regards to the medical eligibility of such benefits.

The Company's obligation is to pay the entire premium cost of the following benefit plans and provide the levels of coverage as outlined in the following plans:

- | | | |
|----|-----------------------------|--------------------|
| 1) | Dental Plan | #50368 |
| 2) | Major Medical Plan | #50368 |
| 3) | Basic Life Plan | #175168 |
| 4) | Basic AD&D Insurance Plan | #AB70036401 |
| 5) | Short-Term Disability Plan | #50368 |
| 6) | Long-Term Disability Plan B | #175168 |

Employees will pay the entire premium cost for the following benefit plan:

- | | | |
|----|-----------------------------|----------------|
| 1) | Long-Term Disability Plan A | #175170 |
|----|-----------------------------|----------------|

In the event of a layoff, coverages under the major medical, dental, basic life, and basic AD&D insurance plans will continue for **four (4)** months.

In addition to the above-mentioned benefit plans, the Company will provide the following benefit coverages:

Dental Plan

- 22.02**
- Maximum of \$1,600 per calendar year, per individual.
 - Diagnostic and preventative expenses – 100% coverage.
 - Basic and major expenses – 80% coverage.
 - Restorative expenses – 50% coverage, to a maximum of \$2,000 each 5-year period.
 - Orthodontic expenses – 50% coverage, provided treatment commences after a dependent's sixth birthday.
 - See the Employee Benefits Handbook for more detailed information.

Major Medical Plan

- 22.03** - 100% of hospital expenses above those paid by the Provincial Plan, including semi-private or private accommodation.
- 100% of emergency in-hospital expenses outside of Canada, unlimited maximum.
 - 80% of drugs and medical expenses subject to the approval of the insurer.
 - 80% of eyeglasses, frames or contact lenses:
 - Employees, their spouses, and dependent children are covered for 80% of the cost of any combination of eye examinations, eyeglass frames and lenses, contact lenses, and laser eye surgery, per participant during any 24 consecutive months (12 consecutive months for persons under 18 years of age).
 - The maximums for the above services are combined for a total of \$325.
 - Employees have access to Global Medical Assistance.
 - See the Employee Benefits Handbook for more detailed information.

Basic Life Plan

- 22.04** - The Basic Group Life Insurance benefit pays two times your basic rate.
- Spouse is insured for \$10,000.00 as part of one's basic coverage.
 - Dependent children are insured for \$7,000.00 each, as part of one's basic coverage.
 - See the Employee Benefits Handbook for more detailed information.

Basic AD&D Insurance Plan

- 22.05** - The Basic AD&D Insurance benefit pays a principal sum of two times your basic rate. In the event of accidental death, benefits under this plan are paid in addition to any basic and optional life insurance benefits.
- See the Employee Benefits Handbook for a schedule of insurance benefits and more detailed information.

Accident and Sickness Benefit Plans

Eligibility

- 22.06** (a) You are eligible for Benefits under this Program if you are a full-time Employee.

No benefits will be paid if you are absent from work due to an injury, illness or accident that is:

- i) Covered by Workers' Compensation Benefits

- ii) Caused by participation in a riot or war
- iii) Caused while committing a crime
- iv) Caused while you are gainfully employed by other than the Company
- v) Intentionally self-inflicted

Sick Days

22.06 (b) If eligible Employees are absent because of sickness or accident not work-related, then:

- i) Time missed in the first 24 working hours will be paid for under Sick Days.
- ii) Time missed after the first 24 working hours will be paid for under Short-Term Disability, provided the claim is approved by the insurer.
- iii) Upon being hospitalized overnight, Employees will be immediately eligible for Short-Term Disability benefits.
- iv) Sick Days provide for:

Eligibility: All full-time hourly rated Employees.

Benefit: Employees will be paid their normal base wage for actual scheduled hours missed from their accumulated sick days.

Allotment: Each calendar year, Employees will be allotted paid sick days on January 1 based on the following: (NOTE: Allotment for Employees with less than 1 year of service will be effective the first day of the month following date of hire.)

Full Year of Continuous Service in the Calendar Year	Paid Hours Allotment in the Year
Less than 1 year	2 hours per month
1 year	24
2 years	32
3 years	40
4 years	48
5 years	56
6 years or more	64

Coverage: Employees will be granted time off with pay in the event of illness and in other special circumstances, providing they have entitlement available, for:

- a. Illness or non-occupational accident of the Employee.
- b. An Employee's medical, dental or optometric appointments, provided sufficient notice is given to the Company.
- c. Employees have the option of using more than 24 hours of allotted sick time, if available, to cover time missed due to sickness or accident. In this event, Employees will be paid at their basic straight time rate for hours normally scheduled, and their sick day allotment will be reduced accordingly. If an employee utilizes sick time in excess of 24 hours as per iii), they will not be required to apply for and have the claim approved by the Short-Term Disability insurer until they utilize sick time in excess of 40 hours.
- d. Sick days not used will be carried forward from year to year and accumulated to a maximum of 120 hours as of yearend, subject to the Wage Security Account Agreement.

Should an Employee be absent for more than 6 consecutive months and returns to work within 12 months, an allotment of sick days will be given, as per the chart under Article 22.06(b) upon return to work. However, the total accumulation of sick time shall not exceed 120 hours.

An Employee absent on WCB Benefits will receive the sick day allotment as per Article 22.06 (b) during the first year of absence.

- e. When the Employee's sick day allotment is used up, the Employee will not be paid for the time missed in the first 24 working hours because of sickness or accident but will from the 25th working hour of absence be covered under the Short-Term Disability Plan.

Medical Verification: A medical certificate is required before payment is made.

* For the purpose of occasional absence, *is* shall be replaced with *may be* for the duration of this C.B.A. To be considered a valid medical certificate, the employee must visit a doctor on the date of the absence or within twenty-four (24) hours if the

absence is for a night shift, and the medical certificate must indicate the employee is unable to work for medical reasons.

* For STD and LTD, medical verification will be required.

Notice of Absence: Proper notice under 16.08(a) must be given to the Company in order for the above benefits to be paid.

Worker's Compensation Benefit: The parties agree that the Company shall continue its policy of paying Employees for their full work shift if the Employee sustains a compensable industrial accident and is unable to complete the balance of their shift, as directed by the Employee's physician.

Short-Term Disability

- 22.06 (c)** - The benefit is payable to Employees after 24 hours absence due to illness or disability and continuing for a maximum of 17 weeks of continuous disability.
- This benefit must be applied for by filling out a claim form that includes a physician's statement. The insurance carrier must approve the claim. Any dispute as to the medical eligibility of such benefit entitlement is between the Employee and the insurance company who adjudicates the disability claim.
 - Employees who qualify will be entitled to an amount equal to 70% of an Employee's basic weekly earnings at the time of disability.
 - See the Employee Benefits Handbook for more detailed information.

Long-Term Disability

- 22.06 (d)** - The benefit is payable to Employees after 17 weeks of disability.
- The insurance carrier must approve the claim. Any dispute as to the medical eligibility of such benefit entitlement is between the Employee and the insurance company who adjudicates the disability claim.
 - See the Employee Benefits Handbook for more detailed information.
 - The Plan will provide a total benefit payable of 55% of the Employee's base wage at the date of disability subject to the cost of living adjustments as per Plan A below and the corresponding plan text.
 - Premiums are reviewed on a calendar year basis and are set based on experience and expenses within the Plan. A summary of this review will be provided to the Union.

The program will be comprised of two plans:

Plan A

- An Employee paid plan at a benefit level of 38.5% of base wages plus an adjustment for the cost of living (not to exceed 3%) and the appropriate premium for this plan will be set as determined by plan experience plus a premium amount as determined by the insurance carrier for the cost of living adjustment. Such premiums will be deducted on a bi-weekly basis.
- This plan will be fully funded by the Employee and as such, any benefits received will not be subject to Income Tax deductions.
- The Employee is also responsible for the continuation of payment of LTD premiums while absent from work for any reason except while receiving benefits from the plan.

Plan B

- An employer paid plan at a benefit level of 16.5% of base wages and the appropriate premium for this plan will be set as determined by plan experience.
- This plan will be fully funded by the Company and as such, any benefits received will be subject to Income Tax deductions.
- Any CPP offset will be proportionately applied to both plans as outlined in the plan text.
- The Company will continue to administer the LTD program and will continue to explore securing other insurance carriers that will provide the adjudication of claims in a timely and cost-effective manner.
- The Company will not pursue any additional cost-sharing of other benefit plans including medical, dental, life insurance, vision care, and Short-Term disability programs.
- Any Employee on the previous employer-funded Long-Term Disability Plan will remain on the previous plan. The Company further agrees it will consult with the Union prior to any changes in the LTD premiums of the Employee paid plan.

Statutory Deductions

- 22.06 (e)** Payments made to Employees under the Sick Day and Short-Term Disability Plans are subject to statutory deductions as required by law. Payments made to Employees under the Long-Term Disability Plans are only subject to Income Tax per the provisions of Article 22.06(d).

Pension Status

- 22.06 (f)** Deductions for Pension contributions are made from payments under the Sick Day and Short-Term and Long-Term Disability Plans. These deductions are based at the applicable Contribution Schedule and

regular straight time *pre-disability* earnings. Such Pension contributions are matched by the Company.

Employees who receive Workers' Compensation benefits or Saskatchewan Government Insurance income replacement benefits for a period of 24 months or less will be eligible to make a one-time pension contribution for the period of disability upon return to work. This contribution will be based on the regular straight-time pre-disability earnings and will be matched by the Company.

Claim Procedure

22.06 (g) See the Employee Benefits Handbook.

Return to Work after Disability

22.06 (h) When the Employee is able to return to work, a release slip should be obtained from the doctor clearing the return to work.

The Supervisor should be advised at least 16 hours before an Employee returns to work. Such notification will not in any way affect payment under this Benefit Plan, but failure to give such notice may result in one day's delay in return to work without pay.

Accommodation

22.06 (i) The parties agree there is a tripartite obligation between the Company, Union, and Employee(s) to cooperate fully in the accommodation process.

The Company shall inform the Union when an accommodation is required for Employees returning from Short-term Disability, Long-term Disability or Workers Compensation. Further discussion may be required depending on the nature of the accommodation.

(j) The Company will maintain an employee's rate of pay for one (1) year from the date of the employee's initial return to work in a position accommodating restrictions identified and documented by a physician – temporary or permanent.

Retirement Plan

22.07 All full-time Employees are required to be a member of the Potash Corporation of Saskatchewan Inc. Pension Plan on the first day of employment.

Contributions will be based on a 5.5% deduction of regular straight time wages, exclusive of any and all premiums or benefits, from each Employee's pay each pay period providing there is sufficient wages to do so as their contribution to the Pension Plan. **Effective February 1, 2020, this amount will increase to 5.75%**

The Company will contribute an equal amount, but not exceeding 5.5% of regular straight time wages, each month as referred to above for each Employee in the plan. **Effective February 1, 2020, this amount will increase to 5.75%**

Benefits for Temporary Employees

22.08 New Employees hired on a temporary basis shall be entitled to Basic Life Plan and Basic Accidental Death & Dismemberment Plan. After 480 hours worked in a 12-month period with no break in service greater than 15 days new employees hired on a temporary basis shall be entitled to the Dental Plan and Major Medical Plan.

The first day of the month following successful completion of the probationary period, temporary employees shall be allotted two (2) sick hours for each month remaining in their work term in the calendar year. If the work term extends into the next calendar year, the allotment for that calendar year will be done in January, calculated to the end of the work term, or if the work term has no end date, this allotment shall be done every 6 months thereafter.

If the employee subsequently becomes permanent, the total allotment of sick hours in the year they become permanent will not exceed the allotment as per the table in Article 22.06.

ARTICLE 23 – HEALTH AND SAFETY

23.01 The current Saskatchewan Occupational Health & Safety Act and Regulations and the Saskatchewan Mines Regulations shall be the basic guide in the development and implementation of Occupational Health and Safety Programs.

Mutual Obligations

23.02 The Company shall institute and maintain all reasonable and necessary precautions for the health and safety of its Employees. All Employees covered by this Agreement shall cooperate in the implementation of all such reasonable and necessary health and safety precautions. It is recognized as being the mutual obligation of the Company and the Union

to assist in the elimination and prevention of unhealthy and unsafe working conditions and practices and to jointly assist in the prevention of accidents.

Hazardous Substances

23.03 The Company will cooperate with the Health and Safety Committee in compiling information regarding hazardous substances present at the worksite. This information will be made available to Employees in the areas of use and maintained in an up-to-date manner.

O.H.&S. Committee

23.04 (a) A joint Health and Safety Committee will be established, consisting of six Union-selected members, three from underground and three from surface, and up to six Company-selected members. A Co-Chairman will be selected from each group.

Sub-Committee Meetings

(b) The total Committee will be subdivided into an Underground Committee and a Surface Committee to act in those areas respectively. Each subcommittee will meet monthly on a regular basis. Every effort shall be made to have the Co-Chairman attend the respective meeting for his or her area. The date and place of the meeting will be mutually agreed upon by the Committee. Worker members of this Committee who are not scheduled to work on the shift when such meeting has been arranged will arrange for another member to attend who is scheduled to work.

Purpose of Committee

(c) The purpose of the Health and Safety Committee will be to investigate and review health and safety conditions and practices and investigate accidents, and for the purpose of jointly and effectively making constructive recommendations with respect thereto, including, but not limited to, the formulation of changes, elimination of, and improvement in existing working conditions and practices. Deviations to existing key safety procedures (i.e. lockout, confined space) will go through the OH&S committee for review and recommendations prior to implementation.

Minutes of Meetings

(d) All matters considered and handled by the Committee shall be reduced to writing and joint Minutes of all meetings of the Committee shall be made, maintained and posted as soon as reasonably possible and no later than fourteen (14) days of such meetings. A copy of the Minutes will also be emailed to the Union.

Pay for Committee

(e) Time spent in connection with the work of the Committee by the Union representatives shall be considered and compensated for as their regularly assigned work.

O.H.&S. Officer's Inspections

23.05 In any inspections carried out by an Occupational Health Officer, the Union Co-Chairman (or designate) shall accompany the Officer during the Inspection.

Notification of Accidents

23.06 The Union Co-Chairman (or designate) will be notified immediately by the Company of those accidents requiring notification of the Chief Mines Inspector, and the Union Co-Chairman (or designate), together with the Company Co-Chairman (or designate), will investigate the scene of the accident.

Training for New Employees

23.07 All new Employees will be given a proper training program relating to their job safety, prior to assuming such job.

Payment for Medical Exam

23.08 Employees required by law to obtain periodic medical examinations will do so on their own free time and will be paid 1½ hours at their basic rate.

Right to Refuse

23.09 Employees have the right to refuse to do any particular act or series of acts where they have reasonable grounds for believing it could be unusually dangerous until steps have been taken to satisfy the Employee(s) otherwise, or until the Health and Safety Committee or an Occupational Health Officer has ruled on the matter. The Company may assign alternate work to the Employee(s) until the matter is resolved.

ARTICLE 24 – EDUCATIONAL ASSISTANCE

Eligible Employees

24.01 Employees in the Lines of Progression shown in Appendix B for Accounting, Warehouse, and Purchasing who require educational courses for accelerated progression will be granted educational assistance if requested in advance.

24.02 Employees in the Maintenance Line of Progression and classified as “Trades” will also be eligible for educational assistance if requested in advance.

Training Covered

24.03 Educational assistance will apply to correspondence courses or courses taken during an Employee’s free time if they apply to the Employee’s line of work and are approved by the Company.

Amount of Assistance

24.04 Educational assistance will be limited to:

(a) Reimbursement of 100% of the cost of tuition, and of required books and texts upon successful completion of the course.

(b) Make up of time lost for the day on which the final examination is written, provided the examination is passed.

(c) Travelling allowance of **the CRA Automobile Allowance Rate** per kilometer to attend lectures within a 150 km radius of Lanigan, or to write a final examination in Moose Jaw, Regina or Saskatoon.

ARTICLE 25 - APPRENTICESHIP PROGRAM

Intent

25.01 This Program is to provide a means of training and developing qualified tradespersons of the highest caliber for the Company and to provide the environment and incentive to allow Employees to achieve their maximum potential. To succeed, the Program requires the active participation of the Company, the Union, the Employee, and various levels of Government.

Coverage

25.02 The Program covers, but is not restricted to, trades in which Employees may obtain Journeyman status; as Electricians, Heavy Duty Mechanics, Industrial Mechanics, Welders, Machinists, Steamfitter-Pipefitters, Plumbers, and Industrial Instrument Technicians. Notwithstanding any other provisions of this Agreement, qualified Journeymen as defined in Article 18.06 will be given consideration for entry into the Apprenticeship Program in another trade only when there are no applicants for the posted Apprentice position. Apprentices who have been removed from the Program or who voluntarily remove themselves may be considered for a second opportunity into the Apprenticeship Program in a different trade only after 2 years and two successful bids from time of removal into the Trade the Employee wishes to bid. Should the Apprentice fail a single training course during this second opportunity, they will be permanently removed from all the Apprenticeship programs.

Number in Program

25.03 The number of Apprentices required for each or any trade, and the number of Apprentices at any level within any trade shall be determined by the Company. An Apprentice accepted into the Program will be allowed to progress through the full Apprenticeship, subject to the provisions of the entire "Article 25 – Apprenticeship Program".

General Conditions

25.04 Standards for entry in the program shall be consistent with the standards of the Saskatchewan Apprenticeship and Trade Certification Commission. Entry into the Program will be through the normal promotion, bidding, and posting procedures of the Collective Agreement; however, the successful candidate must be recognized (by a negotiated third party*) as having the potential to successfully complete the Apprenticeship Program as a result of having been tested by this third party. [*The Negotiated third party and criteria is covered under a separate agreement.]

25.05 The Saskatchewan Apprenticeship and Trade Certification Commission shall determine the level at which any Apprentice shall be placed in the Program and the trade experience allowed.

25.06 Each applicant accepted into the Program shall, together with the Company, execute the Apprenticeship Agreement required by the Saskatchewan Apprenticeship and Trade Certification Commission.

Probationary Period

25.07 Applicants accepted into the Program shall be on probation for the first 3 calendar months in the Program. An Apprentice may be removed from the Program and their Apprenticeship Agreement cancelled during such probationary period for just cause or upon the request of the Employee. If the Apprentice ceases to be in the Program, the Employee shall be returned to the job classification he or she left to join the Apprenticeship Program and other Employees who may be affected shall also return to their former jobs.

Rates of Pay

25.08 Apprentices will enter the Program at the appropriate level, as defined in 25.05. Pay will be in accordance with such level, as shown in Appendix A.

Time Period

25.09 An apprenticeship period shall normally take 4 years, depending on the trade taken, and subject to Article 25.05. Anyone not attaining Journeyperson status or unable to attain Journeyperson status within the above time period will be allowed to work in the Maintenance Department until they have exhausted the allowable opportunities to challenge the Journeyperson exam, as per the Saskatchewan Apprenticeship and Trade Certification Commission rules. If still unsuccessful, the Employee will be removed from the Apprenticeship Program as per Article 25.07.

Off-Site Training

25.10 The Company will schedule the necessary Leave of Absence for Apprenticeship training as required at recognized Technical Institutes. During such Leave of Absence, the Company shall pay the difference between the straight time pay the Apprentice would have earned and any allowance provided by any Provincial or Federal Government Agency.

Such difference shall not be paid for days for which the Apprentice was required to attend school and did not attend, unless legitimately absent. In the event school is cancelled for any reason, the apprentice will be paid for the first day of closure so long as the Employee was given less than 24 hours' notice of the closure. Apprentices are responsible to contact the Company to make alternate arrangements for the remaining days of the closure.

Travel Allowance

25.11 The Company will pay Travelling Allowance to Apprentices for one trip home per week at **the CRA Automobile Allowance** Rate per kilometer. Whenever possible, car pool arrangements should be used. Should it become available, any government travel allowance will be deducted from this amount.

Removal from Program

25.12 Any apprentice who fails to successfully complete any level of the program as scheduled on his or her first attempt (subject to the following exception) will be removed from the Program and returned to the job classification he or she was in at the time of their entry into the program as per Article 25.07. However, the Apprentice will be allowed only once during the program to rewrite a level final without repeating a school year.

It is understood that the Apprentice will be removed from the program if the Saskatchewan Apprenticeship and Trade Certification Commission so requests it.

Pay for Exams

25.13 Any interviews in connection with the Program will be conducted on Company time with no loss in pay. Time spent taking any examinations required under this Program will be paid for, provided such examinations are passed successfully. This does not apply to Article 25.04.

Program Part of Agreement

25.14 All clauses of this Program are subject to the Grievance and Arbitration procedure outlined in the Collective Agreement.

Journeyman Upgrading

25.15 The provisions of the Apprenticeship Program will also apply to Journeymen who take additional training to maintain or upgrade Journeyman status, providing such training is approved by the Company.

Layoff

25.16 Should an Apprentice be scheduled to attend school during a layoff, the Company will not lay the apprentice off for the period of time school is attended.

Apprentices will not be allowed to displace Journeymen during a layoff.

ARTICLE 26 – CONTRACTING OUT

26.01 So far as practical with the work force available, normal maintenance, repair, and production work that has been done regularly by the Company's own Employees will continue to be done by such Employees.

Work to be Contracted Out

26.02 (a) New construction, installation or modification of equipment, major repairs, major maintenance, major overhaul work, and other work not regularly done by the Company's own Employees may be done by outside contractors.

(b) The Company will give written notification to the Union of the reasons for such contract work prior to the work being performed. If time does not permit, the Company will notify a Union official verbally and confirm such notice in writing. In such notification, the Company will name the contractor, union local, the approximate number of people involved, the approximate duration of the work, and the work to be performed.

Company's Right to Contract Out

This will not restrict the Company's right to let contracts when it feels it is necessary, economical or expedient to do so, when the necessary equipment, supervision, or Employees with the necessary skills are not immediately available, or when the work requirement in peak periods would require a temporary increase in the Company's work force with subsequent lay off of such workforce.

Unionized Contractors

26.03 If it is necessary to contract out work, as provided for above, the Company will endeavor to use unionized contractors.

No Layoff Due to Contracting Out

26.04 The Company will not cause an Employee to be laid off, demoted, terminated or transferred because outside contract labour is brought in to perform normal maintenance, repair or production work on the plant premises.

ARTICLE 27 – WORK BY SUPERVISORY PERSONNEL

27.01 Supervisory Employees or other Employees not covered by this Agreement shall not perform any work performed by an Employee covered by this Agreement except:

Emergencies

(a) In emergencies for the safety and health of Employees and/or protection of Company property;

Training

(b) In direct training and instruction of Employees, including start-up of new equipment;

Research

(c) Work of a research and/or development nature.

ARTICLE 28 – BULLETIN BOARDS

Company to Supply

28.01 The Company will provide the Union with bulletin boards in appropriate places where all Employees will be able to see and read them. Bulletin Boards supplied by the Company will be affixed in agreed upon locations so that Union Bulletins may be distributed.

Approval of Notices

28.02 Only bulletins authorized by Local 922 Executive will be posted or distributed.

Official Job Posting Board

28.03 One enclosed bulletin board will be located near the entrance to the changehouse to be the official Job Posting and successful bidder board. Job Postings will continue to be posted on other bulletin boards for the information of Employees.

ARTICLE 29 – PERSONAL PROTECTIVE EQUIPMENT

Employee-Supplied Clothing

29.01 All clothing and personal protective equipment is to be supplied by the Employee, except for the following that will be supplied by the Company on a no-charge basis, and replaced free-of-charge if needed due to normal wear and tear.

Company-Supplied Clothing

(a) Aprons, lab coats, and gloves for Employees handling corrosive materials;

(b) All safety glasses;

(c) Hip waders, snowmobile suits, special gloves, aprons, face shields, and cold weather footwear for use on certain specific assignments. This equipment is not a personal issue for an Employee but for general use on specific assignments. An Employee using the above cold weather footwear will be supplied liners which will be replaced as needed on an exchange basis;

(d) Safety hats and suspensions, and winter liners where required, with replacement on an exchange basis.

(e) Arc flash clothing, where required, will be replaced when required due to reasonable wear and tear or as the result of an industrial accident or unusual incident.

Safety Footwear Allowance

29.02 Eligible Employees who regularly require safety footwear on the job will receive, on the first payroll cut off after July 1, a Safety Footwear Allowance of **three hundred and seventy-five dollars (\$375)** effective date of ratification. To be eligible, Employees must be on the active payroll and successfully completed probation as of July 1 each year. Employees on leave of absence or receiving Sick Days or Short-Term/Long-Term Disability or Workers Compensation benefits on July 1 will receive the allowance upon return to work. However, if an Employee's absence spans two calendar years they will only be eligible for one payment.

Employees are expected to have approved safety footwear in good condition on the job. The Company will maintain its regular footwear stock for Employee purchase.

Work Gloves

29.03 Work gloves will be issued to Employees who require work gloves on the job. These gloves will be provided at no cost to the Employee on an “as-needed” basis. Employees are expected to have work gloves on the job and use them as required.

Welding Gloves

29.04 Welding gloves will be supplied by the Company to Welders on an exchange basis and be available for intermittent use for other Employees as required.

ARTICLE 30 – LEGALITY OF PROVISIONS

30.01 This Agreement shall at all times conform with 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 has not been included therein.

ARTICLE 31 – MISCELLANEOUS

Addresses for Service

31.01 Any notices required to be made to one party or the other shall be addressed as follows:

TO THE COMPANY:

Attention: General Manager
Nutrien Lanigan Potash
P.O. Box 3100
LANIGAN SK S0K 2M0

TO THE UNION:

Attention: Recording Secretary
Unifor Local 922
P.O. Box 219
LANIGAN SK S0K 2M0

cc: Union President

Copies of Agreement

- 31.02** Sufficient copies of the Collective Agreement will be printed to supply the Union needs, and to provide each Employee with a copy. The Company will pay for the cost of such printing.

ARTICLE 32 – DURATION OF AGREEMENT

Duration

- 32.01** This Agreement shall be effective and binding upon the parties from 12:01 a.m. **November 22, 2018**, and shall remain in force and effect until 12:00 a.m. midnight, **January 31, 2021**, and from year to year, thereafter, unless either party, not less than 30 days nor more than 120 days prior to the termination date, hereof, gives notice, in writing, to the other party to terminate, or negotiate revisions to, this Agreement.

Effective Time of Wage Increases

- 32.02** The Wage Rates listed in Appendix A will be effective on dates shown.

Proposals for New Agreement


- 32.03** 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.

ARTICLE 33 – PAY FOR BENEFICIARY

- 33.01** Upon formal request from the local President or Financial Secretary, the Company agrees to deduct one (1) hour at each individual Employee's base rate from the wages of active Employees in the Bargaining Unit and will remit same to the Union in the event an Employee in the Bargaining Unit dies in a workplace incident. The deduction will be taken in the first pay period of the month following the formal request from the Union. If there is insufficient time between the notice and first period of the month following the fatality, the deduction will be taken in the next pay period. The sum of money deducted will be submitted to the Local for presentation to the Employee's named beneficiary. The same will be deducted for any union Employee fatality at Cory, Patience Lake, Allan, Rocanville, Vanscoy, and Mosaic Potash mines.

In Witness Whereof, the Parties have executed this Agreement on this **11th day of December, 2018.**

**Signed on behalf of
POTASH CORPORATION OF
SASKATCHEWAN INC.:**



A. Fornwald
Sr. Director, HR, Potash

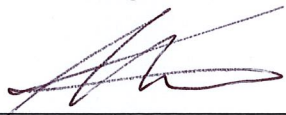
**Signed on behalf of
NUTRIEN LANIGAN:**



W. Heidebrecht
Sr. Manager, HR



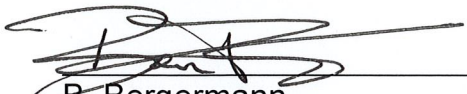
A. Failler
Sr. Manager, HR



M. Lodewyk
Mine General Superintendent



D. Stangeland
Mill General Superintendent

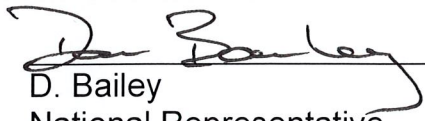


B. Bergemann
Sr. Manager, Plant Finance



K. Berscheid
Sr. Advisor, HR

**Signed on behalf of
UNIFOR**



D. Bailey
National Representative

**Signed on behalf of
UNIFOR, LOCAL 922:**



S. Wolfe
President



R. Suchy, Member
Negotiation Committee



M. Dunne, Member
Negotiation Committee



C. Hogemann, Member
Negotiation Committee



K. Syroteuk, Member
Negotiation Committee



D. Powell, Member
Negotiation Committee

APPENDIX A

WAGE RATES – MINE DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Mine Technician 1	45.58	46.72	47.77	48.84
Operator 1	45.08	46.21	47.25	48.31
Mine Technician 2	42.61	43.68	44.66	45.66
Operator 2	39.14	40.12	41.02	41.94
Mine Technician 3	38.40	39.36	40.25	41.16
Operator 3	37.57	38.51	39.38	40.27
Operator 4 Mine Technician Trainee	35.51	36.40	37.22	38.06
Labourer	29.57	30.31	30.99	31.69

APPENDIX A

WAGE RATES – MILL DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Sr Lab Technician	45.58	46.72	47.77	48.84
Operator 1	44.63	45.75	46.78	47.83
Lab Technician 1	42.61	43.68	44.66	45.66
Shift Technician 1	40.51	41.52	42.45	43.41
Lab Technician 2 Operator 2	38.40	39.36	40.25	41.16
Shift Technician 2	37.57	38.51	39.38	40.27
Lab Technician Trainee	35.51	36.40	37.22	38.06
Shift Technician 3 Operator 3*	33.26	34.09	34.86	35.64
Labourer	29.57	30.31	30.99	31.69

* Mill Operator 3s with 5 years of continuous experience in the Nutrien Lanigan Mill will be paid Operator 2 rate, minus \$1.00.

** Reagent Operator with 5 years of continuous experience in the Nutrien Lanigan Reagent area will be paid Operator 1 rate, minus \$1.00.

Footnote 1: All new mill employees will serve 500 hours at Labourer rate and 1,000 hours at Mill Operator 3 rate, and will become Mill Operator 2 if on shift.

APPENDIX A

WAGE RATES – MINE MAINTENANCE DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Journeyman	49.31	50.54	51.68	52.84
Draftsperson 1 Electronics Technician 1	45.58	46.72	47.77	48.84
Apprentice 1	43.92	45.02	46.03	47.07
Draftsperson 2 Electronics Technician 2 Hoist Operator 1	42.61	43.68	44.66	45.66
Apprentice 2	40.22	41.23	42.16	43.11
Electronics Technician 3 Hoist Operator 2 Draftsperson 3	38.40	39.36	40.25	41.16
Apprentice 3	38.24	39.20	40.08	40.98
Materials Handler 1	37.49	38.43	39.29	40.17
Draftsperson 4 Dry Attendant Electronics Technician 4 Lampman Materials Handler 2	35.51	36.40	37.22	38.06
Apprentice 4	35.06	35.94	36.75	37.58
Helper	32.33	33.14	33.89	34.65
Labourer	29.57	30.31	30.99	31.69

APPENDIX A

WAGE RATES – MILL MAINTENANCE DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Journeyperson Stny Eng 2 nd Class*	49.31	50.54	51.68	52.84
Draftsperson 1	45.58	46.72	47.77	48.84
Stny Eng 3 rd Class*	44.25	45.36	46.38	47.42
Apprentice 1	43.92	45.02	46.03	47.07
Draftsperson 2 Equipment Operator	42.61	43.68	44.66	45.66
Stny Eng 4 th Class*	42.18	43.23	44.20	45.19
Apprentice 2	40.22	41.23	42.16	43.11
Sandblast-Painter 1	38.68	39.65	40.54	41.45
Draftsperson 3	38.40	39.36	40.25	41.16
Apprentice 3	38.24	39.20	40.08	40.98
Draftsperson 4 Helper with Lube Duties Sandblast-Painter 2	35.51	36.40	37.22	38.06
Apprentice 4	35.06	35.94	36.75	37.58
Helper	32.33	33.14	33.89	34.65
Labourer	29.57	30.31	30.99	31.69

* For Steam Engineer Rating only. Refrigeration papers will not be recognized and are not required.

APPENDIX A

WAGE RATES – SAFETY AND TRAINING DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Fire Technician 1 OH&S Technician 1	42.61	43.68	44.66	45.66
Fire Technician 2 OH&S Technician 2	38.40	39.36	40.25	41.16
Fire Technician 3 OH&S Technician 3	36.70	37.62	38.47	39.34
Fire Technician Trainee OH&S Technician Trainee	33.26	34.09	34.86	35.64
Helper	32.33	33.14	33.89	34.65
Labourer	29.57	30.31	30.99	31.69

APPENDIX A

WAGE RATES – ADMINISTRATION DEPARTMENT

	Feb 1/17	Feb 1/18	Feb 1/19	Feb 1/20
Sr. Accounting Clerk	44.00	45.10	46.11	47.15
Warehouse 1+1	42.61	43.68	44.66	45.66
Accounting Clerk 1	40.65	41.67	42.61	43.57
Accounting Clerk 2 Warehouse 1	39.14	40.12	41.02	41.94
Accounting Clerk 3 Warehouse 2	36.70	37.62	38.47	39.34
Accounting Clerk 4 Warehouse 3	33.26	34.09	34.86	35.64
Accounting Clerk Trainee Warehouse Trainee	31.24	32.02	32.74	33.48
Administration Clerk 1 Purchasing Clerk 1	29.57	30.31	30.99	31.69
Admin Clerk Trainee Purch Clerk Trainee	27.90	28.60	29.24	29.90

* **All Employees hired into the Warehouse Line of Progression will be placed at the Trainee rate unless they have completed a recognized Warehouse Technician program or successfully challenged the examination for completion of same (i.e., Partsperson Journeyperson exam). Such employees will be placed at Warehouse 1 until they have completed 1000 hours in the Nutrien Lanigan Warehouse. Employees in the Warehouse line of progression who successfully complete a recognized Warehouse Technician program or successfully challenge the examination for completion of same (i.e. Partsperson Journeyperson exam) and are certified will be paid Warehouse 1+1 after completing or if they have already completed 1,000 hours in the Nutrien Lanigan Warehouse.**

APPENDIX B

ADMINISTRATION DEPARTMENT

TIME AND TRAINING REQUIREMENTS

ACCOUNTING

- Accounting Clerk Trainee - Grade XII, graduation from a recognized commercial course that includes some accounting classes, and vacancy.
- Accounting Clerk 4 - Completion of 2 courses in the C.P.A. Professional Education Program Pre-Requisite Courses (1 of which must be an accounting course) or equivalent course, OR 3,000 hours in the line of progression.
- Accounting Clerk 3 - Completion of 4 courses in the C.P.A. Professional Education Program Pre-Requisite Courses (2 of which must be accounting courses) or equivalent course, OR 4,000 hours in the line of progression.
- Accounting Clerk 2 - Completion of 6 courses in the C.P.A. Professional Education Program Pre-Requisite Courses (3 of which must be accounting courses) or equivalent course, OR 6,000 hours in the line of progression.
- Accounting Clerk 1 - Completion of 8 courses in the C.P.A. Professional Education Program Pre-Requisite Courses (4 of which must be accounting courses) or equivalent course, OR 8,000 hours in the line of progression and vacancy, maximum 1 employee on time alone.
- Sr. Acct. Clerk - Completion of 11 courses in the C.P.A. Professional Education Program Pre-Requisite Courses (5 of which must be accounting courses) or equivalent course.

APPENDIX B

MAINTENANCE DEPARTMENT

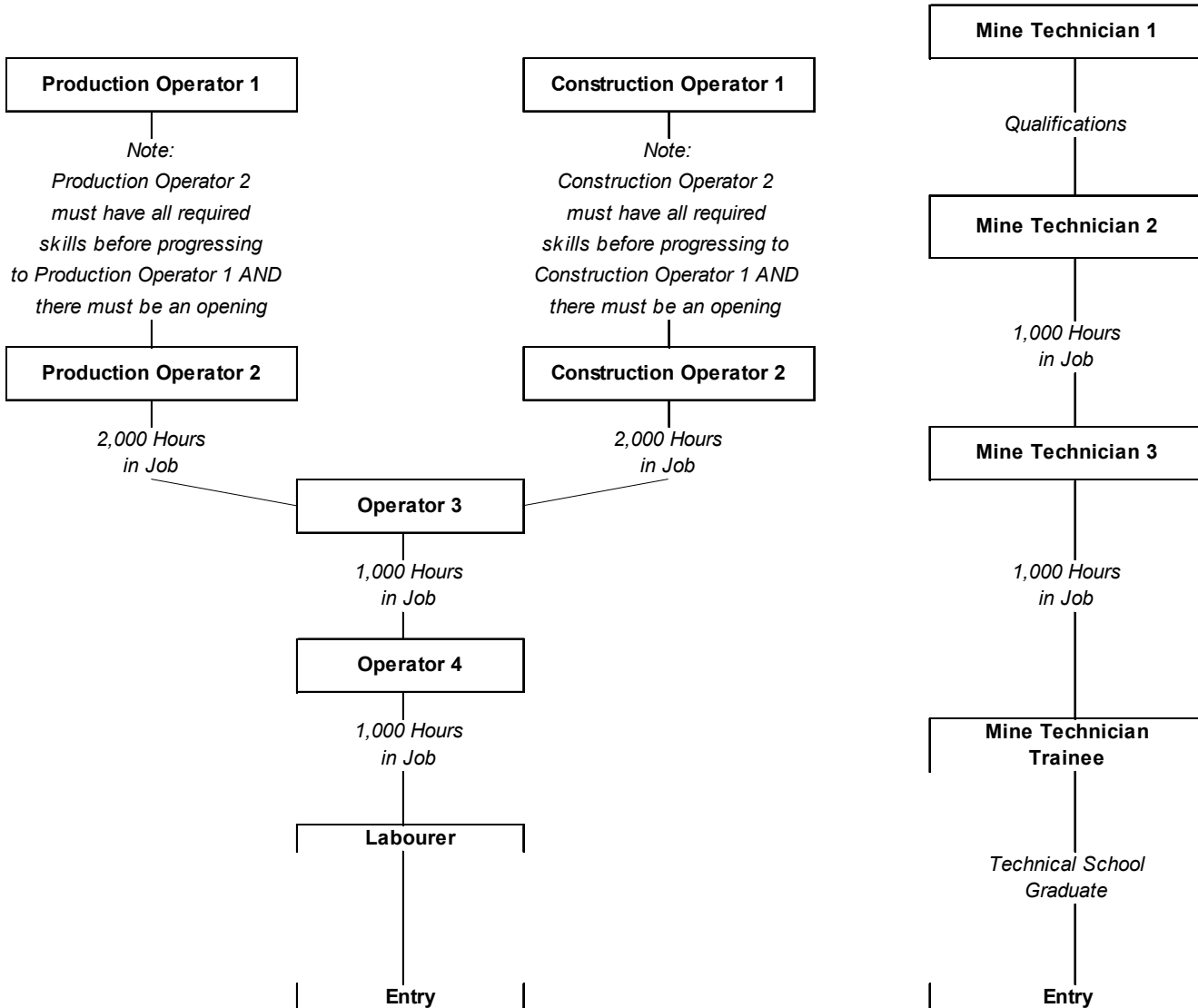
Footnote 1: The Lampperson classification is not a bid position and will not be filled on a permanent basis. The position will be filled from time to time by disabled employees for the purpose of rehabilitation. Normally, when available, the Materials Handler will perform these duties. At other times the work will be assigned to other employees on the basis of availability.

Footnote 2: Tire duties in the mine will be assigned to tradespersons and/or Helpers. If a Helper performs the work unassisted by tradespersons, he or she will receive the Apprentice III rate for time actually spent performing tire duties.

Footnote 3: Lubing duties will continue to be performed by tradespersons as required. A Helper regularly assigned, unassisted, will receive the Helper with Lube Duties rate for time actually spent performing such duties.

See Maintenance Lines of Progression.

**APPENDIX C
LINES OF PROGRESSION
MINE OPERATIONS DEPARTMENT**



Notes:

On all Lines of Progression, open boxes indicate entry positions; closed boxes indicate positions above the entry position.

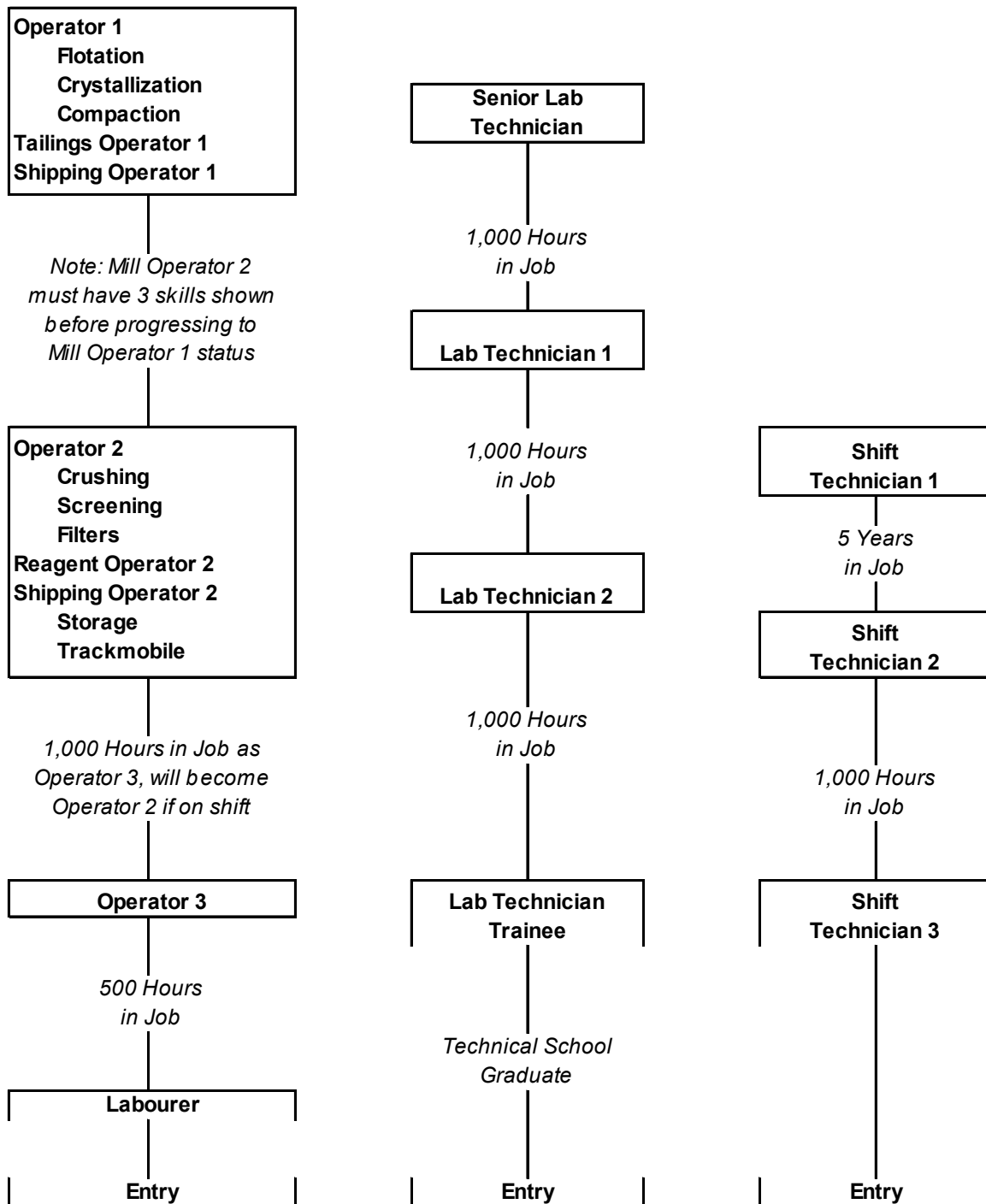
"In Job" is defined as:

- Entire period of active employment in the job, to include hours worked and paid at regular and overtime rates. Time spent on a modified return-to-work program shall be excluded from time "in job."

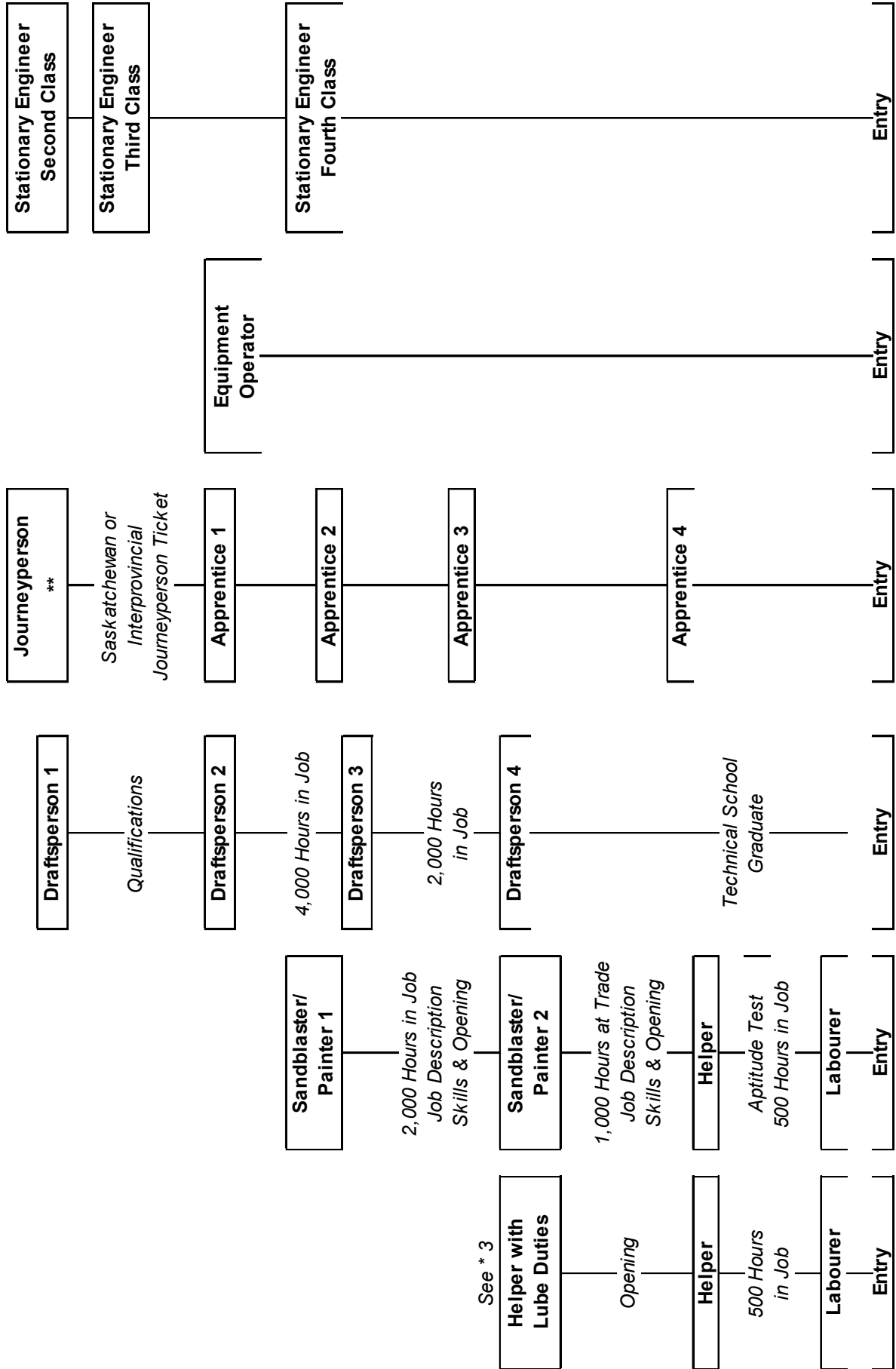
- During layoff only, there will be no differentiation between production operators and construction operators.

- Operator 1s and 2s moving from Production to Construction or Construction to Production will move to Operator 3 for 500 hours before being eligible for Operator 2 rate in the other line of progression. Skill premiums shall not be transferable.

**APPENDIX C
LINES OF PROGRESSION
MILL OPERATIONS DEPARTMENT**



**APPENDIX C
LINES OF PROGRESSION
MILL MAINTENANCE DEPARTMENT**

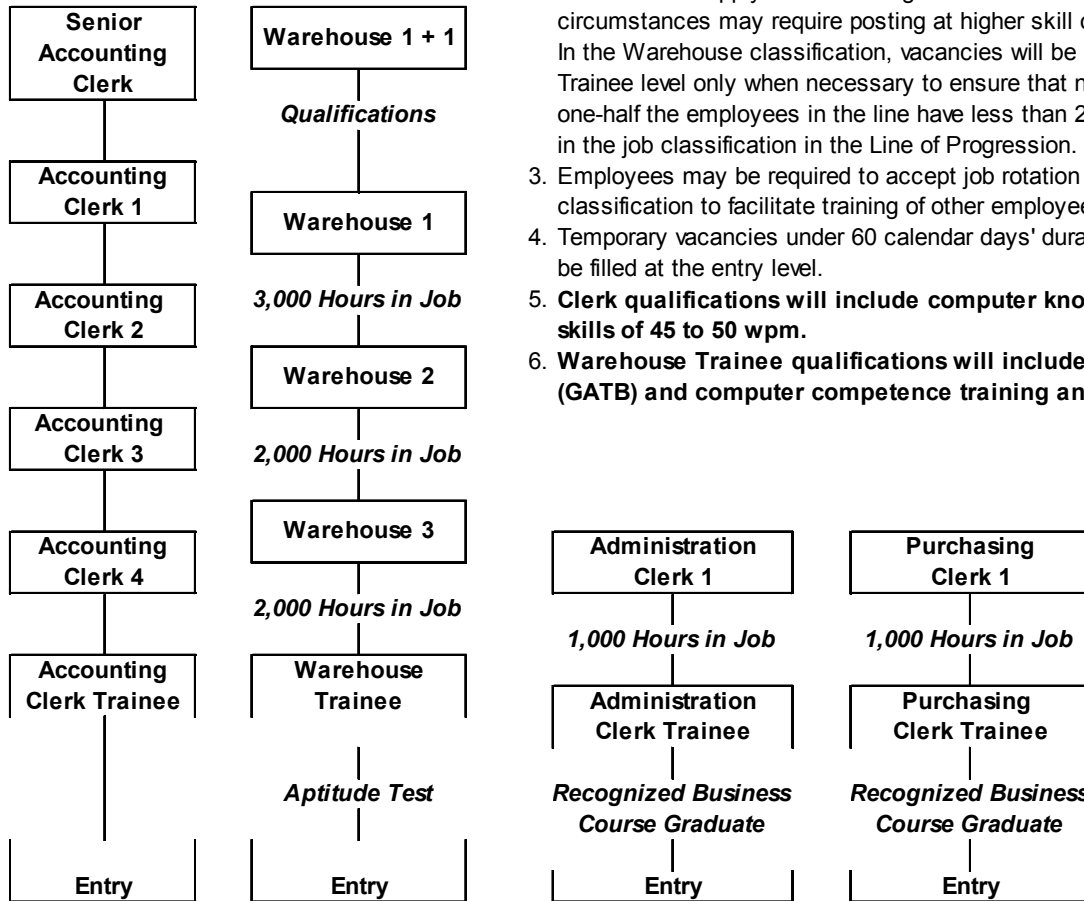


** Each specific trade is recognized as a separate Line of Progression
Footnote *3 - see page 83

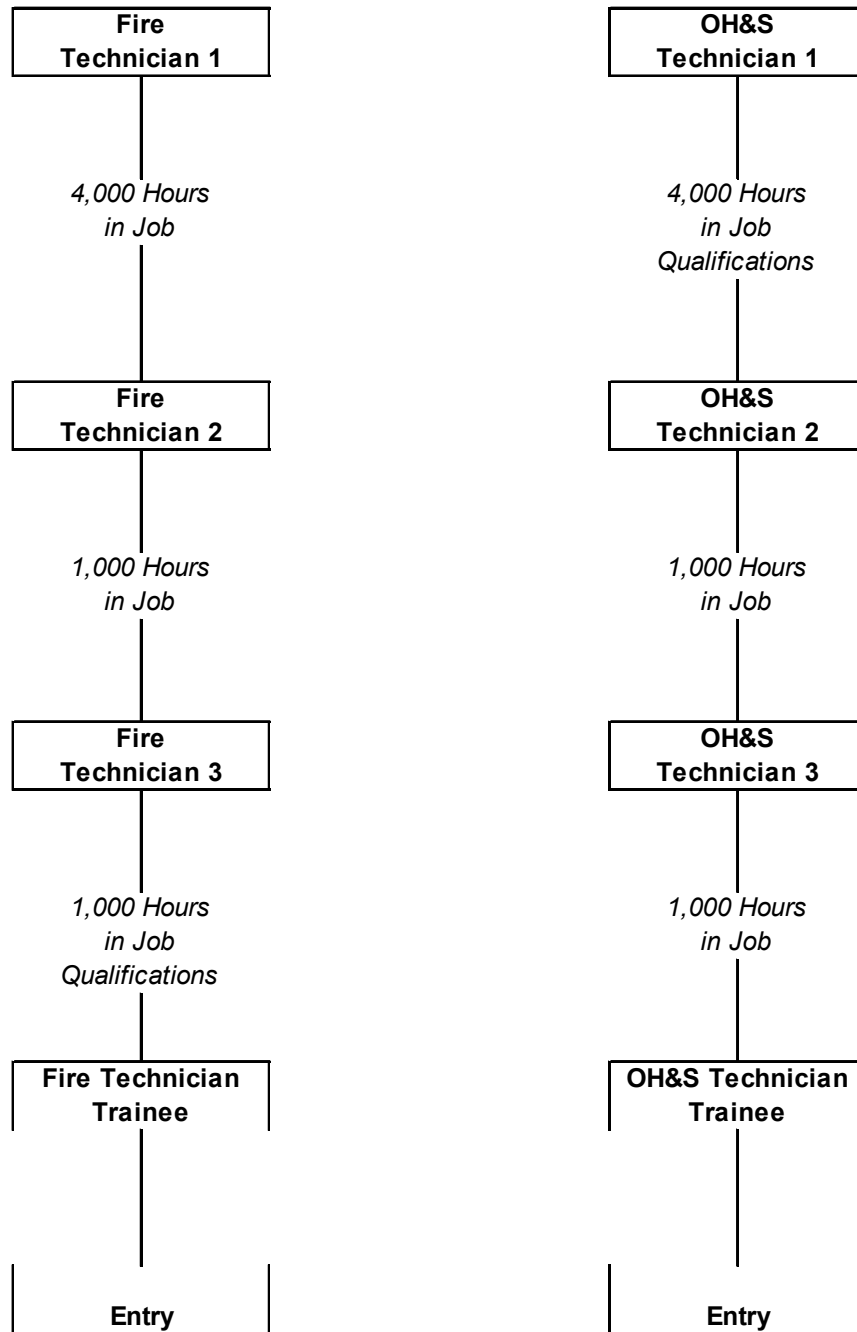
**APPENDIX C
LINES OF PROGRESSION
ADMINISTRATION DEPARTMENT**

Note:

1. The "Time and Training" Requirement Schedules, Appendix B" alone determine the pay rate for the incumbents in the job classification.
2. Permanent vacancies (and temporary vacancies over 60 calendar days) will normally be posted for Trainee Level time and training requirements. This does not apply to Accounting Clerk classifications, where circumstances may require posting at higher skill or training levels. In the Warehouse classification, vacancies will be posted above the Trainee level only when necessary to ensure that not more than one-half the employees in the line have less than 2 years' experience in the job classification in the Line of Progression.
3. Employees may be required to accept job rotation within their classification to facilitate training of other employees.
4. Temporary vacancies under 60 calendar days' duration will normally be filled at the entry level.
5. **Clerk qualifications will include computer knowledge and typing skills of 45 to 50 wpm.**
6. **Warehouse Trainee qualifications will include aptitude test (GATB) and computer competence training and testing.**



**APPENDIX C
LINES OF PROGRESSION
SAFETY DEPARTMENT**



**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: THIRD PARTY TESTING

GENERAL:

This letter of Agreement provides a basis whereby a third party certified tester will evaluate potential apprenticeship candidates (members of Unifor, Local 922) who are recognized as being the most senior bidders for an Apprenticeship Posting with the Company (Nutrien Lanigan). This evaluation shall be comprised of the GATB and DAT test unless otherwise agreed between the Union and the Company.

The intent of this agreement is to attain as close to the 100% successful completion of the Apprenticeship programs as is possible, and thus avoid the undesirable failure rate previously experienced.

SPECIFIC:

A third party certified tester will do the evaluating, in a manner they deem necessary, and which will pertain to the specific apprenticeship being sought by the individual.

All employees partaking in the evaluation must sign a release allowing the third party certified tester to notify the Company as to which employees are deemed to have the potential required. The third party certified tester will provide the form and will be responsible to see that each employee complies with the above.

For those employees deemed as not having the potential, the third party certified tester will indicate to the Company what, if anything, the individual needs to do in order to possess the potential.

The Company will not consider an individual, in the future, if the individual was deemed not to have the potential unless he or she has complied with the previous statement. On proof that one has taken the necessary steps to develop the potential, the Employee will be re-evaluated by a third party certified tester. The minimum time period between test and retest will be six months.

An employee's final test results as determined by a third party certified tester will remain valid for a period of five years.

The four most senior bidders for each Apprenticeship Posting will be evaluated, unless they have a valid evaluation on file.

The Company will be responsible for reimbursing the third party certified tester for this service.

Any costs incurred by the employees are not the responsibility of the Company.

If an employee must miss work in order to be evaluated, the employee will be allowed to work such time back at his or her regular rate.

It is understood that the third party certified tester will spend a maximum of one half hour with each employee to review the results of the evaluation.

The signatures below indicate an understanding of and agreement to the above.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: L.I.F.E. FACILITATOR

In selecting a Facilitator for the Exposure Based Safety Program, the parties agree to use the guidelines for selecting a suitable Facilitator as established by BST, Inc. and their North American clients. Issues unique to this location will be addressed as follows:

- The Facilitator will be known as the L.I.F.E. Facilitator at Lanigan Division.
- Performance Dimensions for the L.I.F.E. Facilitator, including Personal Characteristics, Abilities, Knowledge, and Skills shall be determined by the Selection Committee (joint Union/Management) and communicated to all short-listed candidates.
- The applicant deemed most qualified for the position of L.I.F.E. Facilitator (as determined by the Selection Committee) shall be awarded the position. If the two most qualified candidates are deemed equally qualified by the Selection Committee, the most senior employee will be awarded the position. Upon selection of the successful candidate, the Company agrees to provide the necessary training required to perform the job.
- Compensation for the L.I.F.E. Facilitator shall be the Journeyperson rate of pay plus \$1.50 per hour. Following their time in the L.I.F.E. Facilitator position, the incumbent would return to their own department in their former classification with all seniority intact.
- The L.I.F.E. Facilitator shall be eligible for any collective agreement increases negotiated between the Company and the Union. Wage rate shall not be a determinant in the selection of the final candidate. The L.I.F.E. Facilitator's seniority and other entitlements under the collective bargaining agreement shall be kept whole.
- The L.I.F.E. Facilitator shall report directly to the General Manager and shall work Day Shift between Monday and Friday inclusive.
- The L.I.F.E. Facilitator will work on a 12-month renewable contract, subject to the terms and conditions below.

- The L.I.F.E. Facilitator will receive a probationary review immediately following 3 months in the role. The format and content of the review will be established by the General Manager, in consultation with the Steering Committee, and executed by the General Manager.
- The L.I.F.E. Facilitator will receive a one-year review immediately following 12 months in the role. The format and content of the review will be established by the General Manager, in consultation with the Steering Committee, and executed by the General Manager.
- Upon receipt of 4 weeks' written notice from the General Manager to terminate the role of L.I.F.E. Facilitator, the incumbent will be returned to their previous position and all applicable provisions of the collective agreement will apply. Any employees bidding on jobs created by the temporary appointment of the L.I.F.E. Facilitator shall also return to their previous classification.
- Upon receipt of 4 weeks' written notice from the L.I.F.E. Facilitator, indicating their wish to terminate their role, the Facilitator will be returned to their previous position and all applicable provisions of the collective agreement will apply.
- If required to work during layoff periods, no person shall be eligible to bump the L.I.F.E. Facilitator. If not required to work, the incumbent shall be eligible to exercise bumping rights per the CBA.

This letter of understanding expires **January 31, 2021**.

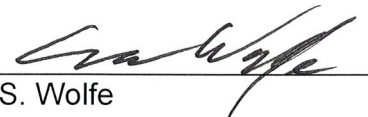
Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: EMPLOYMENT INSURANCE REBATE

It is hereby understood and agreed that the Employee share of the reduction in Employment Insurance (EI) premiums due to having a Short-Term Disability Plan is used to fund the costs of the Short-Term Disability Plan which is paid entirely by the Company.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922

RE: BANKED TIME


1. All Employees shall be eligible to bank overtime worked at any time (including the time an Employee is held over or called in early) aside from overtime worked on a dayshift Monday through Friday. Employees required to work overtime as part of their twelve (12) hour schedule shall remain eligible to bank those hours in accordance with 17.01 (c). Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay in accordance with 19.05.
2. The combined bank for all banked overtime above shall be forty (40) hours and shall not be replenished.
3. Employees who have absenteeism (**defined as paid and unpaid sick days, AWOL, and late**) over a six (6) month period of 7% or greater shall not be eligible to bank overtime or utilize banked time. Absenteeism will be reviewed monthly using a six (6) month rolling average.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: WCB APPOINTMENTS

Where an Employee is required by WCB to attend to follow-up medical appointments during regularly scheduled hours (not overtime) and the Employee has reached the WCB maximum and is therefore is not receiving compensation, the Company agrees that the Employee will receive their regular base rate of pay for only the time required to attend to the appointment including required travel time. It is understood the Company will be reasonable in assessing travel time and whether it is reasonable for an Employee to commence work or return to work prior to or following an appointment. Where it is not practical for an Employee to commence work prior to an appointment or return to work following an appointment, the Employee will also receive their regular base rate of pay for such hours.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: IWSA

Purpose

The Individual Wage Security Account (the "Account") is designed to assist Employees of Nutrien Lanigan who are members of the Unifor, Local 922 ("Employees") by allowing them to withdraw a weekly amount from their Accounts during times of layoff and Maternity, Parental, Adoption, or Compassionate leaves of absence. The Plan will also allow the Employee to, in February of each year, withdraw any monies in **their IWSA account**.

Trustee

- a) A Committee consisting of two representatives selected by Nutrien Lanigan and two representatives selected by the Unifor, Local 922 (the "Committee") will select an appropriate financial institution to act as Trustee and will negotiate a trust Agreement with said Trustee.
- b) All contributions to each Employee's Account will be paid to the Trustee. The Trustee will hold such contributions and income earned thereon a separate trust account for exclusive benefit of each Employee.
- c) The Trustee will invest the funds upon the advice of the Committee. Funds in the individual Accounts may be co-mingled with each other and with those under any similar plan or plans, and treated as a consolidated fund (the "Fund") for investment purposes only.
- d) The Trustee shall credit net earnings from such investments to the Employee's Account in proportion to the balance in his/her account from time to time.
- e) The Trustee, or its duly authorized agent, shall manage and administer the trust. The Trustee shall have the right to use Nutrien Lanigan or any of its employees as its agent in consultation with the Committee. In addition to the powers and duties as may be provided in the trust agreement.
- f) As soon as is practicable after January 1 of each year, the Trustee shall furnish each Employee with a statement of the balance in his/her Account as of December 31 of the preceding year.

Contributions

Each active full-time Employee receives a fixed number of hours of paid disability (sick leave) per year. When the unused total amount of such hours has accumulated to 120 hours, any additional hours will be converted to dollar (\$) value (number of hours X base rate less any applicable deductions) at the end of each year and paid into the Account of each Employee. An Employee may each year during the month of January, elect to either leave the money in the Account or withdraw a cash payment of all accumulated monies **in their IWSA account**.

Contributions (as set forth above) will be calculated as at December 31 each year and then forwarded to the Trustee following processing of the payroll. No part of the contribution under the Plan or income from such contribution shall be recoverable by Nutrien Lanigan.

Furthermore, Employees may elect to have 2.3% of their basic earnings contributed to the Individual Wage Security Account on a pay-period basis, in lieu of allocating these funds to the PCS Savings Plan. **Employees may also elect to have the 2.3% of basic earnings directed to the Retirement Plan in Article 22.07. The Employee is responsible for ensuring they have room to make the contribution to the retirement plan.** Employees may opt in or out of the IWSA a maximum of once per calendar year, with contributions to begin with the first pay period in January.

Cost of Administration

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon by the Committee and the Trustee. All expenses of the Trust, including reasonable legal fees and the compensation of the Trustee, and all taxes of any nature whatsoever including interest and penalties assessed against or imposed upon the Trust or the fund or the income thereof, shall be paid out of the earnings of the Employees' Accounts and shall constitute a pro-rata charge upon this Account.

Benefits

- a) An Employee shall be an "eligible Employee" to receive payment from his/her Account for each week he/she is on layoff, provided that the layoff is for a period of a minimum of seven (7) days in that week, due to his/her being laid off by Nutrien Lanigan. Layoff does not include absences from work for disciplinary reasons, strikes, vacation shutdowns, slowdowns, work stoppages, walkouts, lockouts or any other form of work stoppage owing to a labour dispute, nor does it include any absences from work due to sickness, injury or leave of absence for any other reason.
- b) Requests by eligible Employees for payments from individual Accounts shall be made to the Trustee or the Trustee's duly authorized agent, in writing no later than the last day of layoff, on the form prescribed by the Committee. Each payment shall be in the net amount of \$250.00 for each week of benefit, unless the balance remaining in the Employee's individual Account is less than \$250.00, in which case the entire remaining balance shall be paid out for that week. The benefit of \$250.00 shall constitute one week of supplementary benefit and the benefit shall be paid every second week.
- c) An Employee shall be an "eligible Employee" only if he/she is a fulltime active Employee on the day prior to the layoff taking place, or is otherwise entitled to receive Employment Insurance Benefits (EI) due to disability insurance expiring during the term of his/her layoff period.

Final Settlement of Security Accounts

All funds in an Employee's Account shall be paid within three (3) months; a) to the Employee upon retirement, b) to the Employee in the event of his employment being terminated, c) upon the Employee's death, to the beneficiary named in the written designation filed with the Trustee prior to payment or if no such designation is in effect, the Employee's estate. Time-off With Pay hours credited in the year of termination will be pro-rated to the date of termination and applied, if available, to the final settlement. Each Employee or his beneficiary may file with the Trustee a written designation in the form prescribed by the Trustee, to receive payment from his/her Account in the event of death.

In addition to the above, the retained hours up to a maximum of 120 hours multiplied by the Employee's base rate will be paid out upon death or retirement.

Deductions

Any contributions to an Employee's account will be net of any deductions such as income tax, CPP, etc., which must be made by reason of any Federal, Provincial, or Municipal law or regulation from pay at source. Nutrien Lanigan shall have the right to make such deductions and pay only the balance to the Employee's account.

Cash Payouts

On or before January 20 of each year, each Employee may elect to be paid in cash any amount in **their IWSA account**. Payment will be made in February of each year provided requests are received prior to January 20 of said year.

Miscellaneous

- a) Contributions made to Accounts for converted sick hours shall be used in computing pension and considered regular earnings for vacation pay. Contributions made to Accounts in lieu of the PCS Savings Plan (2.3%) will not be used in computing pension, and will not be considered regular earnings for vacation pay.
- b) No funds in an Employee's Account shall be subject in any manner to alienation, sale, transfer, assignment, pledge, or encumbrance of any kind and any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable will be void.
- c) Any questions concerning the administration of the Plan shall be settled exclusively by the Committee.
- d) Nutrien Lanigan, by payment of its contributions or amounts provided under this Plan, will be relieved of any further liability under this Plan and benefits hereunder shall be paid only from the Employee's Account.
- e) An Employee is only eligible to participate in this program when he/she is permanent, full time employee of Nutrien Lanigan. Any "time off with pay" hours accumulated while an Employee is working on a temporary basis, either as a new hire or a recall from the recall list, cannot be used in any way for the Individual Wage Security Account. Only time earned while working in the status of a permanent Employee can be used for this program.

- f) The Union shall mean Unifor, Local 922.
- g) The Committee shall mean two (2) representatives of Nutrien Lanigan and two (2) representatives of Unifor, Local 922.
- h) Individual Committee members are not, with respect to the discharge of their duties hereunder, liable to any person affected by this Agreement except to the extent that they have not exercised the care that a reasonably prudent person would exercise under comparable circumstances.

This letter of understanding expires **January 31, 2021**.


Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter “NUTRIEN LANIGAN”)
and
UNIFOR, LOCAL 922**

RE: TRANSFER IN THE EVENT OF PERMANENT DOWNSIZING

The Company and the Union recognize the importance of providing opportunities regarding job security to Employees who are on recall at another **Nutrien** Saskatchewan Potash **location** as a result of a permanent downsizing. The following outlines how such Employees will be considered for in-scope permanent vacancies.

A. Prior to filling the permanent vacancy from outside the bargaining unit, the vacancy shall be offered (subject to the below) to a **Nutrien** Employee that is on recall at any **Nutrien** Saskatchewan Potash **location** that has this language. Such Employees shall indicate their interest for the vacancy by applying directly to the Division with the vacancy. Factors regarding the awarding of the position are:

- Length of Service with **Nutrien**
- Qualifications
- Overall Performance History (inclusive of, but not limited to, safety, interpersonal, and discipline history)

Where Qualifications and Overall Performance History are relatively equal, length of service shall be given preference. If there are no suitable candidates based on the criteria above, the Company may fill the vacancy from outside the bargaining unit.

B. Upon obtaining a vacancy awarded by the Company, the Employee, and Company will have the following rights:

- i. Recognition of years of continuous service with **Nutrien** for the purposes of vacation; and
- ii. Recognition of years of continuous service for the purposes of retirement eligibility; and
- iii. No pre-employment drug and alcohol testing; and
- iv. Employees Personnel file will be transferred from their previous **Nutrien location**.
- v. Serve a probationary period equal to that of a new hire. In the event an Employee does not successfully pass their probation, the Employee shall be returned to recall at the **Nutrien location** they were permanently laid off from and shall resume the recall period.

As the Employee is a member of a different bargaining unit, it is understood the hiring decision is not grievable.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")

and

UNIFOR, LOCAL 922

RE: JOB SHARING

The parties agree to enter into discussions during the term of the Collective Agreement regarding Job Sharing. It is understood that such discussions are exploratory in nature and may not result in agreement to pursue job sharing.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")

and

UNIFOR, LOCAL 922

RE: INCLUSIVE WORKPLACE

The parties agree to enter into ongoing discussions during the life of the agreement with the goal of building a diverse and inclusive workplace and workforce.

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

**LETTER OF UNDERSTANDING
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN, INC.
(hereinafter "NUTRIEN LANIGAN")
and
UNIFOR, LOCAL 922**

RE: UNIFOR PAID EDUCATION LEAVE PROGRAM

The Company will make an annual payment of \$3,500 to the Unifor Paid Education Leave Program. The first payment will be made within 30 days of ratification and annually in February 2019 and 2020. Employees accessing this fund administered by Unifor must apply for and be granted leave under Article 21.01(a).

This letter of understanding expires **January 31, 2021**.

Signed this 11th day of December, 2018.

POTASH CORPORATION
OF SASKATCHEWAN, INC.
NUTRIEN LANIGAN

UNIFOR
LOCAL 922



W. Heidebrecht
Sr. Manager, HR



S. Wolfe
President

Employee & Family Assistance Program

A joint effort by Nutrien Lanigan and Unifor Local 922

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