

Feeding the Future™

CORY DIVISION



2022-2025 **AGREEMENT**

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

LOCAL 7458

Effective November 29, 2023 through April 30, 2025

If found, return to:	

2022-2025 AGREEMENT BY AND BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

> EFFECTIVE NOVEMBER 29, 2023 THROUGH APRIL 30, 2025

TABLE OF CONTENTS

ARTICLE	DESCRIPTION PAGE
1	AGREEMENT1
1.01	Date 1
1.02	Definitions
1.03	Efficient Operations
1.04	Purpose2
1.05 - 1.07	No Discrimination
1.00	
2	BARGAINING AGENT
2.01	Union Recognition2
2.02 - 2.03	Union Officers and Committees
2.04 - 2.05	Union Dues
2.06	Humanity Fund. 5
2.07	Union Discipline
2.08 - 2.09	Retiree Pay
2.10	Pay for Beneficiary
2.10	Tay for Beneficiary
3	MANAGEMENT RIGHTS & RESPONSIBILITIES7
3.01 - 3.03	Management Rights
3.04	Supervisors and Salaried Employees
3.05	Contracting Out
3.06	Tools 9
4	SAFETY AND HEALTH9
4.01	General9
4.02	Safety Rules
4.03 - 4.10	Occupational Health and Safety Committee
4.11	Safety Equipment and Clothing
4.12 - 4.13	Industrial Accidents
4.14	Medical Examinations
4.15	Underground Diesel Equipment
5	EMPLOYEE PRIVILEGES16
5.01 - 5.03	Personal Leave of Absence
5.04	Union Business Leave of Absence
5.05 - 5.09	Educational Leave of Absence17
5.10 - 5.14	Public or Union Office Leave of Absence
5.15 - 5.17	Jury Duty or Subpoenaed Witness Leave of Absence
5.18	Funeral Leave of Absence
5.19	Disability Leave of Absence
5.20	Special Leave of Absence
5.21	Employment While on Leave of Absence22

ARTICLE	DESCRIPTION	PAGE
5.22	Notice re: Leave of Absence	22
5.23	Mutual Shift Exchanges	22
5.24	Maternity, Parental and Adoption Leave of Absence	22
5.25	Domestic & Interpersonal Violence Leave	23
6	ANNUAL VACATIONS AND PUBLIC HOLIDAYS	23
6.01 - 6.02	Annual Vacations	23
6.03	Vacation Pay	25
6.04	Vacation Bonus	26
6.05 (a)	Vacation Scheduling	27
6.05 (b)	Cumulative Vacation	27
6.05 (c)	Vacation Shutdown	27
6.06	Disability during Vacation	28
6.07	Public Holidays	28
6.08 - 6.10	Public Holiday Pay	29
6.11	Work on Public Holiday	30
6.12	Shortened Work Week - Public Holiday Scheduling	30
7	EMPLOYMENT PROVISIONS	31
7.01	Probationary Period	31
7.02	New Employee Orientation	31
7.03 - 7.07	Work Day	32
7.08 - 7.09	Work Week	34
7.10 - 7.13	Job Classifications	34
7.14	Temporary Employees	35
7.15 - 7.20	Notice of Action and Discipline	36
7.21	Service Record	38
7.22	Monthly List of Changes	39
8	WAGE PROVISIONS	
8.01	Wage Scale	
8.02 - 8.03	Shift Premium	39
8.04	Weekend Premium	40
8.05	Underground Premium	40
8.06 - 8.07	Reporting for Work	41
8.08 - 8.10	Work Schedule	41
8.11 - 8.14	Callout	42
8.15 - 8.20	Overtime	
8.21 - 8.24	Overtime Meals	46
8.25 - 8.27	Transportation	47
8.28 - 8.29	Wages According to Job	
8.30 - 8.33	Absences	48

9 9.01 – 9.02 9.03 – 9.07	SENIORITY	49
9.08 9.09 – 9.11	Departments Seniority Lists	51
10	VACANCIES	52
	General	
10.04 - 10.05	Training	
10.06	Filling Temporary Vacancies	
10.07 - 10.08	Filling Permanent Vacancies	
10.09	Refusal of Promotion	
10.10	Day Assignment	
	Job Posting	
10.22 - 10.24	Qualifying on the Job	
10.25	Transfers Out of the Department	
10.26 - 10.27	Transfers Out of the Bargaining Unit	59
11	LAYOFF AND REDUCTION AND RESTORATION OF THE WORKFORCE	60
11.01 - 11.02	Notice of Layoff	60
	Reduction of Workforce	
11.05 - 11.06	Recall of the Workforce	63
11.07 - 11.08	Physical Examination	64
11.09	Layoff Due to Technological Change	
11.10 - 11.12	Emergency Shutdown.	65
11.13	Basis of Recall	65
11.14	Maintenance of Rate	66
12	GRIEVANCE PROCEDURE	
12.01	Purpose	
	Grievance	
	Union Representation	
12.09 - 12.14	Grievance Procedure	
12.15	Time Periods	
	Group Grievances	
	Arbitration Procedure	
12.27	Arbitration Cost	73
12.28	Witnesses	
12.29 - 12.33	Discharge and Suspension	73
13	GENERAL PROVISIONS	74
13.01	Law and Government Regulations	
13.01	Euri and Government regulations	/ ¬

PAGE

ARTICLE DESCRIPTION

ARTICLE	DESCRIPTION	PAGE
13.02 13.03	Rights of Parties to Agreement	
13.04	Affirmative Action	75
13.05 - 13.06	Copies of Agreement	
13.07	Bulletin Boards	
	Access to Property by Union Representatives	
13.12 – 13.15	Disabled Employees	76
14	TERM OF AGREEMENT	78
14.01	Effective Date	
14.02	Notice to Terminate or Revise Agreement	
14.03	Negotiating Committee	
14.04	Entire Agreement	78
15.01	C.W.S	
15.02	C.W.S. Committee	80
EXHIBIT 1	WAGE SCALES	81
	Footnotes	82
EXHIBIT 2	LINES OF PROGRESSION – Mine Operating Dept	83
	Footnotes	
EXHIBIT 3	LINES OF PROGRESSION – Mine Maintenance	86
	Footnotes	86
EXHIBIT 4	LINES OF PROGRESSION - Mill	
	Footnotes	87
EXHIBIT 5	LINES OF PROGRESSION – Plant Maintenance	90
	Footnotes	91
EXHIBIT 6	LINES OF PROGRESSION – Loadout	93
	Footnotes	93
EXHIBIT 7	WAREHOUSE AND LABORATORY LINES OF PROGRESSION	94
	Footnotes	94
EXHIBIT 8	APPRENTICESHIP PROGRAM	95
EXHIBIT 9	SUMMARY OF CORY HOURLY BENEFIT PLANS	100
	GENERAL	111
EXHIBIT 10	MISCELLANEOUS	113
	SIGNING PAGE	115

ARTICLE	DESCRIPTION	PAGE
L.O.U. 1	BENEFITS – LONG TERM DISABILITY	118
L.O.U. 2	DISABILIITY MANAGEMENT PROGRAM	121
L.O.U. 3	COOPERATIVE WAGE STUDY REVIEW	123
L.O.U. 4	LAYOFF NOTICE	124
L.O.U. 5	EMPLOYMENT INSURANCE REBATE	126
L.O.U. 6	STEELWORKERS ORGANIZATION OF ACTIVE RETIREES (S.O.A.R)	127
L.O.U. 7	UTILIZING EMPLOYEES FOR VACATION/ MAINTENANCE SHUTDOWN	128
L.O.U. 8	SUPERVISORS WORKING	129
L.O.U. 9	CONTRACTING OUT COMMITTEE	131
L.O.U. 10	CO-GEN OPERATOR MARKET ADJUSTMENT	132
L.O.U. 11	VARYING START TIMES	134
L.O.U. 12	STD SALARY CONTINUANCE	136
L.O.U. 13	UNION LEAVE	137
L.O.U. 14	NEGOTIATING COMMITTEE	138
L.O.U. 15	OVERTIME BANKING	140
L.O.U. 16	JOB SHARING	142
L.O.U. 17	OPTIONAL EMPLOYEE MEDICALS	143
L.O.U. 18	FILLING OF PERMANENT VACANCIES AFTER PERMANENT DOWNSIZING	144
L.O.U. 19	RECOGNITION OF PRIOR SERVICE FOR NEW HIRES	146
L.O.U. 20	SENIOR EMPLOYEE ELECTING LAYOFF	148
L.O.U. 21	SCHEDULE CHANGE FOR SHORT PERIODS (LESS THAN I WEEK)	150
L.O.U. 22	MATERNITY LEAVE TOP-UP	153

ARTICLE	DESCRII 110.1	IAGI
L.O.U. 23	MILITARY LEAVE	156
L.O.U. 24	NOTICE OF RETIREMENT – PENSION DELAY	160
L.O.U. 25	TEMPORARY SUPERVISOR	162
L.O.U. 26	MILL OPERATIONS DAYCREW GERWING AND ABRAMOFF	165
L.O.U. 27	MINE MAINTENANCE 10 HOUR SHIFT SCHEDULES	168
L.O.U. 28	MINE MAINTENANCE (ELECTRICAL) SCHEDULE	171
L.O.U. 29	MINE MAINTENANCE (H CREW) SCHEDULE	174
L.O.U. 30	MINE PRODUCTION & MINE MAINTENANCE SHIFT SCHEDULE OPERATORS ON MINE MAINTENANCE	
L.O.U. 31	OPERATORS ON MINE MAINTENANCE (TERM) SCHEDULE	180
L.O.U. 32	MOBILE SUPPORT OPERATORS, SHAFT SUPPORT OPERATORS AND SERVICE OPERATORS	183
L.O.U. 33	SHAFT CREW SCHEDULE	186
L.O.U. 34	MINE SERVICES CREW SCHEDULE	188
L.O.U. 35	UNDERGROUND WAREHOUSE SCHEDULE	191
L.O.U. 36	MILL MAINTENANCE SCHEDULE	194
L.O.U. 37	MILL MAINTENANCE 504 & 505 CREW SCHEDULE	196
L.O.U. 38	MILL MAINTENANCE EQUIPMENT OPERATOR ROTATING SCHEDULE	199
L.O.U. 39	MILL OPERATIONS AND ANALYST II SCHEDULES	202
L.O.U. 40	MILL LAB SCHEDULES	205
L.O.U. 41	LOADOUT SCHEDULE	208
L.O.U. 42	SURFACE WAREHOUSE SCHEDULE	21
L.O.U. 43	COGEN OPERATOR SCHEDULE	214
SUBJECT IN	DEX	218

ARTICLE 1 – AGREEMENT

DATE

1.01 This Agreement is made and entered into this 29th day of November 2023 to April 30, 2025.

DEFINITIONS

- **1.02** In this Agreement the following definitions apply:
 - "Company" the Potash Corporation of Saskatchewan Inc., Nutrien Cory Potash, its potash mine and refinery located approximately eight kilometers west of Saskatoon, Saskatchewan.
 - "Union" United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union (United Steelworkers), itself and on behalf of Local 7458 thereof.
 - "Employee" an employee of the Company in a position not excepted in Article 2 of this Agreement and therefore, a member of Local 7458 of the United Steelworkers and covered by this Agreement.
 - "Staff employee" or "other employee" any other person employed by the Company who is not covered by the above definitions of "employee".

EFFICIENT OPERATIONS

1.03 The Company and the Union recognize the need to carry on the operations of the Cory mine and plant with the greatest possible efficiency and expediency.

PURPOSE

1.04 This Agreement is entered into with the intention of establishing mutually satisfactory relations between the Company and the Union; to set forth rates of pay, hours of work and the terms and conditions of employment; to protect the safety and health of employees; and to provide for the adjustment of disputes which may arise between the parties.

NO DISCRIMINATION

- 1.05 This Agreement shall apply alike to all employees. The Company and Union agree that there shall be no discrimination against any employee.
- 1.06 The parties to this Agreement have undertook to make all language within this collective Agreement gender neutral. Any instances to the contrary are unintentional and should be interpreted as being gender neutral. Attempts to make terms in this CBA gender neutral will not alter the interpretation of the various Articles.
- 1.07 The Union and the Company recognize the right of all employees to work in an environment free of harassment and discrimination. The Company shall have in place a Code of Conduct Policy which is consistent with the Saskatchewan Human Rights Code and Saskatchewan Employment Act and Regulations.

ARTICLE 2 - BARGAINING AGENT

UNION RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive agent for the purpose of bargaining collectively with regard to rates of pay, hours of work, and other working conditions for all employees except those in the following categories: Supervisors, GF, Superintendents,

Managers, Office Staff, Plant Security, and a person having and regularly exercising authority to employ or discharge employees or regularly acting on behalf of management in a confidential capacity. No Employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of the Agreement.

UNION OFFICERS AND COMMITTEES

- 2.02 The Union agrees to certify promptly, in writing, to the Company a list of the names and official positions of its duly authorized local officers and representatives and the members of committees as may be elected to deal with the Company and to give the Company prompt, written notice of any change or addition which may thereafter be made in such list.
- 2.03 (a) The Company will recognize a certified alternate member for each of the various Union Committees who may be called upon to serve on the Committee in the absence of a regular member. In the case of the Grievance Committee, a certified alternate from Underground and a certified alternate from Surface will be recognized.
 - (b) The parties agree that in cases whereby notice must be provided from one party to the other, notice shall mean, unless otherwise indicated, notice in writing to the office normally associated with the administration of the particular article in the collective agreement. Such notices can be sent via mail or email. The parties shall endeavor to verbally notify the other party. If verbal notice is given, written verification of the verbal notice must be sent within seven (7) calendar days.

UNION DUES MEMBERSHIP & DUES CHECK OFF

- 2.04 The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:
 - (a) authorize the Company in writing to deduct union dues from their pay.
 - The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers
 - (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
 - (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will remain with the Local, the Union portion of the Check-off Authorization as per Article 2.04 (a) will be mailed to the servicing staff office.

CHECK-OFF: PROCESS AND PROCEDURES

- 2.05 (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis.
 - (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

- (c) No later than ten (10) days following the end of each pay period, the dues so deducted shall be made payable and remitted to the International Secretary-Treasurer at an address provided by the Union.
- (d) The bi-weekly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the pay period, each pay period), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the pay period. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:

United Steelworkers Servicing Staff Office United Steelworkers Local 7458 325 Fairmont Drive Saskatoon, SK S7M 5G7

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

HUMANITY FUND

2.06 The Company hereby agrees to deduct two cents (\$0.02) per hour from the wages of all employees in the bargaining unit and within two weeks (2) following such

deduction, pay the amount so deducted to the Humanity Fund by forwarding said deductions to:

United Steelworkers, Humanity Fund 234 Eglinton Ave E, 7th Floor Toronto, ON M4P 1K7

UNION DISCIPLINE

2.07 If the Union imposes discipline or any other sanctions on its members, the Company agrees it will not discharge or discipline an employee because of such action.

RETIREE PAY

- 2.08 The Company hereby agrees to deduct one (1) hour pay (at each individual employee's base rate) from the wages of active employees in the Bargaining Unit and will remit same to the Union each time an employee in the Bargaining Unit retires. The deduction will be taken in the first pay period of the month preceding the month of retirement. The sum of money deducted will be presented to the retiring employee. Employees who opted out before December 4, 2020 will be excluded from this provision. The requirement to qualify is fully vested and age plus service equal 60.
- 2.09 The Company will provide the Union with a furnished onsite office to perform their duties, as per current practice.

PAY FOR BENEFICIARY

2.10 Upon formal request from the President of the Union, 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 accident. The deduction will be taken in the first pay period of the month following the

fatality. If there is insufficient time between the fatality and the 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 presented to the employee's named beneficiary as provided to the Union. The same will be deducted for any union employee fatality at Allan, Patience Lake, Lanigan, Rocanville, Vanscoy and Mosaic Potash mines.

ARTICLE 3 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to operate and manage its business in all respects except as expressly modified or restricted by this Agreement and to make and alter from time to time, reasonable rules and regulations to be observed by employees, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination, inequity, or unfairness against any employee in the application of such rules and regulations shall be subject to the Grievance Procedure of this Agreement.
- 3.02 The Company shall have the right to hire; to discipline, demote and discharge employees for just and sufficient cause; and to direct the workforce, provided however, that any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the Grievance Procedure.
- 3.03 The Company shall not exercise its right to direct the workforce in a discriminatory, inequitable or unfair manner.

SUPERVISORS AND SALARIED EMPLOYEES

3.04 Supervisors and other salaried employees shall serve in these capacities and they shall not be allowed to work on operations performed by employees coming under the scope of this Agreement, except to assist in emergency situations; a necessary demonstration of operations; studying or testing equipment; or putting new equipment into operation. The Company shall actively discourage Supervisors from performing work assigned to employees covered by this Agreement except as provided above.

CONTRACTING OUT

3.05 The Company recognizes the Union's concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees. Use of contractors will be kept to a minimum with the exception of capital, major repair maintenance (R & M) work and emergency work.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and the time to do the work, make efforts to limit the amount of future work to be "contracted out" during this agreement.

The parties shall form a Contracting Out Committee to meet on a quarterly basis to discuss issues regarding contracting out. The Company will cover the cost of two (2) union representatives and one (1) employee from the affected area as appointed by the Union, while in attendance at the meetings. Any recommendations of the committee shall be submitted to the Company for consideration

The Company shall not contract out work normally performed by employees in its workforce if as a result of such contracting out employees are laid off or demoted.

Where possible, except in the case of an emergency, the Company will notify the Union at least two (2) weeks in advance of contractors arriving on site. Such notice will contain the number of persons working, the work they are performing, and the anticipated duration of the job.

The company will maintain a list of contractor's qualifications and a list of contractors with whom there are safety concerns. Lists will be provided to the Union and Occupational Health Committee.

The Company and the Union recognize the requirement, for all contractors and employees, to abide by the Saskatchewan Employment Act. If any concerns are raised in this regard, they will be reviewed in a timely fashion.

TOOLS

3.06 The Company will issue to employees at no cost all tools required in the opinion of the Company for the performance of work by the employees. Each employee upon being issued tools shall acknowledge receipt of such tools by signing for them. Tools worn out, stolen, lost in the line of duty or defective will be maintained or replaced by the Company.

ARTICLE 4 – SAFETY AND HEALTH

GENERAL

4.01 (a) The Company and the Union recognize the importance of establishing safety rules and regulations for the protection of employees and in order to prevent industrial injury or illness, agree to

- cooperate in the continuing objective of eliminating safety and health hazards.
- (b) 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 them otherwise, or until the OH&S Committee or an Occupational Health Officer has ruled on the matter, as per 3-31 of the Saskatchewan Employment Act. The Company will assign available alternate work to the employees until the matter is resolved. Employees should consult their Safety Rule Book for detailed provisions outlining the right to refuse unsafe work.
- (c) Where a worker has refused to perform an act or series of acts, and where that worker has reasonable grounds for believing it could be unusually dangerous, the Company shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the Company, in writing, of: the refusal and the reasons for the refusal; the reason or reasons the worker being assigned or requested to do the act or series of acts can, in the Company's opinion, carry out the act or series of acts in a healthy and safe manner, and; the right of the worker to refuse to do the act or series of acts.
- (d) A copy of the notice mentioned in 4.01(c) will be sent to the respective employee co-chair of the OH&S Committee as soon as possible.

SAFETY RULES

4.02 The Company will publish a booklet containing safety rules and regulations for employees. Any safety rules put into effect after the booklet has been prepared will be posted in proper places for the information of employees. Prior to the publication of any new booklet containing safety rules and regulations, the Company will have meaningful consultation with the Safety Committee. Within thirty days from the receipt of the proposed publication, the Safety Committee shall return the booklet to the Company along with any recommendations for improvement. In the event the Committee believes any safety rule or regulation is in conflict with the Agreement, the matter shall be subject to the Grievance Procedure and such grievance may be submitted at the third step of the Grievance Procedure.

OCCUPATIONAL HEALTHAND SAFETY COMMITTEE

- **4.03 (a)** An Occupational Health and Safety Committee will be established consisting of **six (6)** Local 7458 members: three (3) from Underground, three (3) from Surface / **Co-Gen**; and up to **six (6)** Company selected members.
 - (b) The Committee will be divided into two (2) Sub-Committees: an Underground Sub-Committee, a Surface / Co-Gen Sub-Committee. Each Sub-Committee will act in its respective area and will have a "Union" Co-Chairperson and a Company Co-Chairperson.
 - The "Union" will have three (3) Underground members from Local 7458 on the Underground Sub-Committee, three (3) Surface / Co-Gen members from Local 7458 on the Surface / Co-Gen Sub-Committee.
 - (c) The Occupational Health and Safety Committee meetings, at the wish of the Co-Chairpersons, may be held with the total Committee or with each Sub-

Committee. The Union and the Company will each designate one Co-Chairperson when meeting as a total Committee.

- 4.04 Union members of the Occupational Health and Safety Committee shall accompany a Senior member of management on a regularly scheduled inspection of their respective working areas at least once per month. Committee members from Underground will inspect the Underground area; Committee members from Surface / Co-Gen will inspect the Surface area; and Committee members from Surface / Co-Gen will inspect the Co-Gen area. Once every six months the Union Co-Chairperson may request in advance that one Committee member from each area change for a regular scheduled inspection of the other's area. The Company will recognize a certified alternate member for each of the various Occupational Health and Safety subcommittees who may be called upon to serve on the committee in the absence of a regular member.
- 4.05 The appropriate Sub-Committee Co-Chairperson of the Occupational Health and Safety Committee shall accompany their respective Committee on tours and shall also accompany the Occupational Health and Safety Officer from the Saskatchewan Labour Occupational Health and Safety Division. The appropriate Co-Chairperson, or designate, shall accompany the gas inspector, boiler inspector, elevator inspector, electrical inspector, and any other inspectors mutually agreed by the parties.
- 4.06 The Union Co-Chairperson may invite a representative of the International Union to accompany the Safety Committee in its monthly inspections.
- 4.07 Members of the Occupational Health and Safety

Committee shall make recommendations to improve safety in the areas inspected and shall receive a written report from the Safety Coordinator of action taken on the recommendations prior to the next safety inspection. Minutes of meetings of the Occupational Health and Safety Committee will be forwarded to the Union Co-Chairperson within fourteen (14) days of the tour.

- 4.08 Members of the Occupational Health and Safety Committee will not lose pay for time spent during scheduled inspection tours. They will be paid their base rate for all regular hours scheduled to a maximum of eight, ten, or twelve (8, 10 or 12) hours per day depending on their weekly work schedule for their scheduled work time missed while attending Occupational Health and Safety training courses authorized by the Company. If the Union Occupational Health and Safety Committee member is on his regular scheduled time off, he will be paid two (2X) his base hourly rate for all hours worked.
- 4.09 In the case of a serious condition likely to cause injury or a serious accident involving injury, the Union Co-Chairperson will be notified as soon as is possible and will be permitted to inspect the area involved.
- 4.10 Crew safety meetings will be held monthly. Minutes from these meetings will be promptly distributed to the Occupational Health and Safety Committee Co-Chairpersons and to the Occupational and Safety Committee members from the area (Surface and Underground) involved. Tool box minutes, contractor safety minutes and safety accident/incident reports generated on site will be distributed to OHC Safety Committee Co-Chairpersons. All flash reports and taproot reports within the company shall also be distributed to said safety representatives.

SAFETY EQUIPMENT AND CLOTHING

- 4.11 (a) The Company shall furnish, at no cost to the employee, safety equipment and protective clothing, except safety boots, as required in the opinion of the Company for the performance of work by the employee.
 - (b) Gloves will be provided at no cost to the employee and will be replaced when required due to reasonable wear and tear. Employees are expected to have work gloves on the job and use them as required.
 - (c) Employees shall receive a boot allowance of four hundred twenty-five (\$425) dollars in the first pay period in January of each year. An employee on probation will receive a boot allowance of four hundred twenty-five (\$425) dollars upon completion of their probationary period and each January thereafter as outlined above.
 - (d) The two (2) year intervals currently established for employees working permanently in Loadout will continue. They will continue to receive, based on the two (2) year intervals, one of each of the following Company supplied clothing items: winter parkas, winter pants and a pair of winter mitts.

New employees working in Loadout will receive these items upon entry into the department and at two year intervals thereafter. Employees temporarily assigned to this area will have access to a winter clothing pool.

INDUSTRIAL ACCIDENTS

4.12 The Company shall replace an employee's clothing and/or footwear irreparably damaged as a result of an industrial accident or unusual incident and only where

- such damage is beyond normal wear and tear.
- 4.13 The Company shall continue its policy of paying an employee for their full work shift if the employee sustains a compensable industrial accident and is unable to complete the balance of their shift.

MEDICAL EXAMINATIONS

4.14 Employees who undergo medical examinations required by the Company during their regular working hours, by reason of the fact that the examination cannot be scheduled by the Company outside their regular working hours, will not lose pay for the time spent obtaining the examination up to a maximum of eight (8) hours at straight time rate and travel allowance. If the employee's medical is scheduled and taken on their regular scheduled day off, they will receive four (4) hours pay at their base rate. In the event that the medical examinations are conducted at the minesite, they will be done during an employee's regularly scheduled work time with no loss in pay to the employee. Any cost for medical forms related to this article shall be covered by the Company.

UNDERGROUND DIESEL EQUIPMENT

4.15 Prior to the acquisition of additional diesel equipment for Underground, the Company will review and explain the need for such additional equipment to the Occupational Health and Safety Committee. It is the Company's intention in conjunction with the Occupational Health and Safety Committee to monitor and reduce where practical, the diesel particulate and diesel emissions from Underground equipment.

ARTICLE 5 – EMPLOYEE PRIVILEGES PERSONAL LEAVE OF ABSENCE

- An employee shall be allowed a Personal Leave of Absence without pay for up to twenty-eight (28) days, providing, if possible, they request it in writing at least ten (10) days prior to the leave; they have good and sufficient reason; and the leave will not interfere unduly with operations. Such leave will not be unreasonably denied. An extension of up to fourteen (14) days may be granted at the discretion of the Department Head, if requested prior to the expiration of the twenty-eight (28) day leave. The written request is to be sent to the Supervisor who will answer it within two working days.
- 5.02 A Personal Leave of Absence without pay of one (1) or two (2) days will be granted without written request provided it is requested in advance and complies with the other provisions of Article 5.01. In considering the provisions of Article 5.01, the Company and the employee will consider banked time prior to a personal leave of absence.
- 5.03 In the case of an emergency in the employee's personal affairs or family, a Leave of Absence without pay will be granted upon request. Such leave will not be unreasonably withheld.

UNION BUSINESS LEAVE OF ABSENCE

5.04 A Union Business Leave of Absence without pay shall be granted to not more than ten (10) employees, but not more than three (3) from any one department at any one time, to attend to Union Business, providing such Leave of Absence does not interfere unduly with operations. The Leave of Absence must be requested in advance and may not exceed fourteen (14) days. A minimum of

one (1) week's notice is required for leaves requested for Union Conventions, Union Conferences or for three (3) employees from the same department. Other Union Business leaves require at least forty-eight (48) hours notice. For Leaves of Absence requested under Article 5.04 the Company agrees to pay the employee their base wages for the scheduled work time missed and bill the Union for that amount plus ten percent (10%). This is conditional upon having received a written request for the leave from the Union, which also states the Company is authorized to bill the Union.

EDUCATIONAL LEAVE OF ABSENCE

- 5.05 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 the requirements and efficiency of the operations, grant them an Educational Leave of Absence without pay provided that:
 - The employee requests the leave in writing at least thirty (30) days in advance.
 - The employee has at least two (2) years of seniority.
 - The leave is not for a period in excess of ten (10) months.
- 5.06 The number of employees granted Educational Leaves of Absence from any department at any one time may be restricted by the Company so as not to interfere unduly with the operations of that department.
- 5.07 If an employee fails to maintain regular attendance at the course of training for reasons other than proven illness, their leave will be cancelled and they may be subject to disciplinary action.
- 5.08 The period of leave shall be included in determining the

- employee's seniority. Such employee shall return to their previous job on completion of the leave provided they are entitled to such job by their seniority.
- 5.09 As a condition of this Leave of Absence, the Company may require the employee to have a medical examination before and after the leave of absence.

PUBLIC OR UNION OFFICE LEAVE OF ABSENCE

- 5.10 An employee who is appointed or elected to an office or position in the City of Saskatoon, Province of Saskatchewan, Dominion of Canada Governments or the Union, if such office or position interferes with their work for the Company, shall be granted a Public or Union Office Leave of Absence for the necessary period.
- 5.11 An employee who is nominated for office in the City of Saskatoon, Province of Saskatchewan, Dominion of Canada Governments or the International Union, shall be granted upon request, a Leave of Absence without pay for a maximum period of sixty (60) days in order to campaign for election.
- 5.12 The rights and privileges available to employees on Public or Union Office leave shall be the right to benefits as per Exhibit 9, the right to grieve, the right to be reinstated in their former job or like status, seniority and pay provided the employment conditions have not so changed as to make this unreasonable or impossible. An employee on Union Office Leave of Absence shall accumulate seniority during the first year of such leave. An employee on Public Office Leave of Absence shall accumulate seniority during the entire period of the Leave.
- 5.13 As a condition of the Public or Union Office Leave of Absence, the employee shall be examined by the

- Company physician to determine his physical condition. A written report of the examination shall be prepared by the physician.
- 5.14 Upon expiration of their term of office, the employee shall be re-examined by the Company physician and shall report for work within fifteen (15) days of the expiration of their term of office if they are in substantially the same physical condition as when they left.

JURY DUTY OR SUBPOENAED WITNESS LEAVE OF ABSENCE

- 5.15 An employee who is prevented from working any of their scheduled hours of work by virtue of having been called to jury duty by the Crown or having been subpoenaed as a witness in a Court of Law in a case other than their own, shall receive the difference between the jury or witness fee received by them and the straight time rate of their classification, excluding shift premiums, for the hours missed, not to exceed the number of regularly scheduled hours for each shift missed as indicated on their weekly work schedule.
- 5.16 The employee shall notify the Company at least twenty-four (24) hours in advance of the day that they are to report for jury or witness duty and shall provide proof of such service.
- 5.17 When an employee is excused from jury or witness duty on a scheduled workday, they shall report for work on their regular shift unless a conflict between jury or witness duty and scheduled working time prevents them from reporting for work.

FUNERAL LEAVE OF ABSENCE

- **5.18** (a) An employee who is absent from work because of:
 - (i) the death; and/or

- (ii) attendance at the funeral, of a member of their "immediate family" defined as an employee's parent, step-parent, step-sibling, spouse, Common Law spouse, sibling, child, parent-inlaw, sibling-in-law, grandparents, grandchildren, foster children, foster parents, legal ward, legal guardian or spouse's grandparents shall receive Bereavement/ Funeral Leave of Absence benefits subject to b), c), d) and e) below:
- (b) Bereavement Leave Benefits shall be paid for up to two (2) shifts within the five-calendar-day (5) period commencing on the date of death.
- (c) Funeral Leave benefits shall be paid for up to two (2) shifts for attendance at the funeral or other ceremony in recognition of the death.
- (d) In the event an employee is required to be a pallbearer at a funeral and funeral leave benefits were not applicable as per the above provision, the Company will grant the necessary time off and they will not lose pay for the regular scheduled time missed to a maximum of one (1) full shift.
- (e) The benefits due such employee shall be computed on the basis of the number of regularly scheduled hours, eight, ten or twelve (8, 10, or 12 hours), per shift at straight time base rate for their job classification excluding premium pay.
- (f) At the discretion of the Company, benefits under article 5.18 c) above may be approved in unique and special circumstances involving family members beyond those identified in 5.18 a).

DISABILITY LEAVE OF ABSENCE

- 5.19 An employee who cannot or should not work because of their illness or injury, may, or if requested by the Company shall, remain absent from work and shall be granted a disability leave for the duration of such disability provided that there is medical evidence to support such leave.
 - (a) As a condition of disability leave being granted, notice of the reason for the absence must be given to the Company as soon as possible.
 - (b) As a condition of granting or continuing a disability leave, the Company may require a physical-mental examination by a fully licensed and practicing physician.
 - (c) If a disability is found to be permanent, the leave will continue as specified in the Benefits Agreement.

SPECIAL LEAVE OF ABSENCE

5.20 It is recognized that circumstances not covered in the foregoing Articles may warrant a Special Leave of Absence without pay for an employee. Upon the Union's request for such a leave for an employee, the Company will meet with Union representatives to discuss the situation and the circumstances and conditions in regards to duration, benefit coverage, seniority, return, et cetera, under which a Special Leave might be granted to the employee. An arbitrator dealing with a grievance involving discharge or loss of seniority of an employee under this clause shall have the power to reinstate the employee with full seniority rights or direct any other arrangement which they deem just. In making their decision, the arbitrator shall consider the reason for the request for leave, the duration of the absence, and length

of service and work record of the employee.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE

5.21 Acceptance of employment elsewhere for pay or profit while on Leave of Absence may constitute a resignation by the employee unless the Leave of Absence was granted with the specific understanding and permission of the Company that other employment was to be undertaken.

NOTICE RE: LEAVE OF ABSENCE

5.22 The Company will provide prompt response to a request for a Leave of Absence. The Human Resources Department will ensure this requirement is met, providing adequate notice is received.

MUTUAL SHIFT EXCHANGES

5.23 Mutual exchange of shifts between employees in the same classification and same department will be allowed as follows:

The proper forms must be completed and authorized in advance by the Department GF, that specifies the actual dates of the shift exchanges and is limited to a maximum of three (3) shift exchanges in any thirty (30) calendar day period. The shift exchanges must be completed within a thirty (30) calendar day period. The Union will be copied on each authorized shift exchange.

MATERNITY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

- 5.24 (a) Maternity, parental and adoption leave of absence without pay will be granted in accordance with The Saskatchewan Employment Act of the Province of Saskatchewan.
 - (b) Employees returning from a leave in a) above will be reinstated to their previous position.

DOMESTIC & INTERPERSONAL VIOLENCE LEAVE

- 5.25 The company and union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
 - (a) Employees experiencing domestic / interpersonal violence will be able to access a leave of absence from work as covered in the Saskatchewan Employment Act.
 - (b) This leave will be above existing leave entitlements and may be taken as consecutive or single day or as a fraction of a day, upon approval.
 - (c) Employees accessing this leave will not have this time counted towards any absenteeism program.

ARTICLE 6 – ANNUAL VACATIONS AND PUBLIC HOLIDAYS

ANNUAL VACATIONS

- 6.01 The length of vacations for employees will be based on full years of continuous service in each calendar year that the vacation year begins, as follows:
 - (a) Less than one (1) year at July 1
 - twelve (12) hours for each completed month of service up to a maximum of one hundred and twenty (120) working hours.
 - (b) One (1) or more years at July 1, but less than six (6) years as in (c)
 - one hundred and twenty (120) working hours
 - (c) Six (6), but less than seven (7) years, at the employee's anniversary date in the calendar year that the vacation period begins

- one hundred and twenty-eight (128) working hours
- (d) Seven (7), but less than eight (8) years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and thirty-six (136) working hours
- (e) Eight (8), but less than nine (9) years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and forty-four (144) working hours
- **(f)** Nine (9), but less than ten (10) years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and fifty-two (152) working hours
- (g) Ten (10) or more years at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and sixty (160) working hours
- (h) Fifteen (15) or more years at the employee's anniversary date in the calendar year that the vacation period begins
 - two hundred (200) working hours
- 6.02 If a Public Holiday as designated in this Article occurs during an employee's Annual Vacation; they shall receive an additional day and shall be paid for the Public Holiday. For employees scheduled to work a ten (10) hour day or twelve (12) hour day schedule the amount of Public Holiday pay will be at their base rate of pay and the number of hours paid will be based on the number of regular scheduled hours the individual would have

worked whether it be eight, ten or twelve (8, 10 or 12) hours had the day not been a Public Holiday.

VACATION PAY

6.03 (a) Vacation pay will be calculated as a percent of the employee's gross earnings from June 1 of the preceding year through May 31 of the current year.

The percentages applicable to the vacation pay calculation corresponding to service as per Article 6.01, are as follows:

- (i) 6.0% for less than one year's service.
- (ii) 6.0% for one through five years' service.
- (iii) 6.4% for six but less than seven years' service.
- (iv) 6.8% for seven but less than eight years' service.
- (v) 7.2% for eight but less than nine years' service.
- (vi) 7.6% for nine but less than ten years' service.
- (vii) 8.0% for ten or more years' service.
- (viii) 10.0% for fifteen or more years' service.

Employees who were absent and on Workers' Compensation or Disability Insurance, for more than thirty (30) consecutive days will have their gross earnings adjusted for vacation pay calculations when they have returned and actually take their vacation. The adjustment will be based on the number of weeks lost (maximum fifty-two (52)) during such absence and the base rate, which would have been applicable during such absence.

(b) Pursuant to Article 6.05 (c) it is agreed that for the vacation year, in anticipation of a vacation shutdown, the Company will pay out all outstanding vacation monies earned up to and including May 31st of each year for the life of this Agreement.

This payout will occur on June 30 of each year for the life of this Agreement, however an employee may elect, in writing by May 31, to have their available vacation pay allotment paid out when they take their vacation time. The formula to be used is the total vacation earnings divided by the number of entitled vacation hours. If the employee makes this election, the vacation earnings will be paid in the applicable pay period in which the employee utilized vacation hours.

Workforce requirements and scheduling of vacation will be in accordance with Article 6.05 (a). Employees will be required to take their vacation allotment prior to June 30 of each year. Those who do not schedule their vacation will have it scheduled by the Company given one (1) month's notice.

VACATION BONUS

6.04 Employees who have completed one (1) or more full years of service but less than five (5) years of continuous service on their anniversary date in any year shall receive an Annual Vacation Bonus of two hundred dollars (\$200). Employees who have completed five (5) years of continuous service but less than ten (10) years of continuous service on their anniversary date in any year will receive an Annual Vacation Bonus of two hundred and fifty dollars (\$250). Employees who have completed ten (10) or more full years of continuous service on their anniversary date in any year will receive an Annual Vacation Bonus of three hundred dollars (\$300). The Annual Vacation Bonus will be paid in total along with the first vacation payment made.

VACATION SCHEDULING

6.05 (a) The annual vacation period begins July 1 each year and vacations earned as in Article 6.01 must be taken before June 30 of the following year. The requirements of efficient operations shall be of paramount importance in scheduling vacations. General Seniority within the Department will be given every possible consideration for vacation requests received prior to May 1 for the upcoming vacation year commencing July 1. It is understood that the requirements of a vacation maintenance shutdown may take precedence over vacation requests. In a year that a vacation shutdown is being held as in 6.05(c), employees who prefer not to take their vacation during the shutdown will be considered for available work

CUMULATIVE VACATION

6.05 (b) By mutual written agreement between an employee and the Company, vacations may be carried forward and accumulated in the next vacation year. The Union shall be furnished a copy of such agreement when made. Current year vacation will take precedence over prior years carry forward and accumulated vacations, regardless of seniority.

VACATION SHUTDOWN

6.05 (c) A vacation shutdown can be designated by the Company provided it falls during the school summer vacation period, and the Union will be notified of the Company's intention regarding such vacation shutdown and the date of the shutdown not later than April 1 of that year.

DISABILITY DURING VACATION

6.06 In the event an employee becomes disabled for twenty four (24) consecutive hours or more during the term of their vacation, verified by a doctor's certificate, the employee shall be entitled to reschedule that unused portion of their vacation at a mutually agreed upon time.

PUBLIC HOLIDAYS

6.07 (a) The following shall be Public Holidays:

New Year's Day Family Day Good Friday Victoria Day Canada Day Saskatchewan Day Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day Remembrance Day Christmas Day Boxing Day

- (b) When New Year's Day falls on a Sunday, straight day shift employees scheduled Monday through Friday, will observe New Year's Day on the Monday following. This will apply for Monday through Friday employees only.
- (c) When Christmas Day falls on a Sunday, straight day shift employees scheduled Monday through Friday, will observe Christmas Day on the Monday following and Boxing Day on the Tuesday following. This will apply for Monday through Friday employees only. When Christmas Day and New Year's Day fall on a Saturday, straight dayshift employees scheduled

- to work Monday through Friday will observe these statutory holidays on the Friday of that week. Boxing Day will be observed on the following Monday.
- (d) For employees working a twelve (12) hour day work schedule, Public Holidays will be observed commencing at 8:00 p.m. on the calendar day preceding the Public Holiday and ending 8:00 p.m. of the calendar day of the Public Holiday.

PUBLIC HOLIDAY PAY

- 6.08 If a Public Holiday falls on an employee's regular scheduled day of work that week, but they do not work because they are given the Holiday off, they will be paid their normal wages for the hours eight, ten or twelve (8, 10 or 12 hours) they were scheduled to work on the Holiday, exclusive of overtime. If they do work, they will be paid eight (8) hours for the Holiday if they are scheduled to work; and in addition to this amount they will receive two times their base wage rate for all hours worked on the Holiday.
- 6.09 If the Holiday falls on an employee's regular scheduled day off that week, they shall receive Holiday pay of eight (8) hours at their base wage rate.
- 6.10 A Public Holiday, when not worked by an employee, shall be paid provided the employee has worked at least one complete shift during the fourteen (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 this Article, if an employee is eligible to receive pay for Christmas Day, they shall also

be eligible for Boxing Day and New Year's Day.

WORK ON PUBLIC HOLIDAY

6.11 This Article shall not limit the right of the Company to schedule an employee to work on any Public Holiday that falls on their regular scheduled workday; or for the Company and Union to agree to a change in the date a Public Holiday is observed for all employees or groups of employees with a minimum of seven days notice by either party. (Note: exception in Exhibit 10, Miscellaneous #1)

Employees who work on a Public Holiday (or the date a Public Holiday is observed) may bank the eight (8) hours pay as per Article 6.08 at straight time, in lieu of payment. Such time will be included in the forty (40) hour bank in Article 8.15 (c). Employees may bank up to a maximum of forty (40) hours of public holiday pay per calendar year, subject to available room in the bank. (See LOU #15)

SHORTENED WORK WEEK – PUBLIC HOLIDAY SCHEDULING

6.12 The parties agree the provisions of this Article, when applied, supersede Article 8.08 (a), 8.16 (b), or any other provisions, which may be deemed to be in conflict.

When a public holiday falls on an employee's scheduled day off, the Company may schedule another day off without pay during the pay period in which the public holiday falls. In such an event, shortened workweek overtime will not be paid regardless of which week in the pay period the other day off is scheduled.

However, when the Company chooses to schedule another day off as above, it shall be consecutive with the employee's other scheduled days off in the pay period, and unless the holiday falls during an operating cycle the day off will be scheduled to tie in with the holiday weekend

Notwithstanding Article 6.09, if another day off is scheduled the pay for the public holiday, as above, will be the greater of base rate times eight (8) hours or times the hours which would have been scheduled on the other day off.

The Company will post a weekly work schedule on the Monday prior to the start of the workweek, and such will indicate the scheduling of another day off, if any.

ARTICLE 7 – EMPLOYMENT PROVISIONS PROBATIONARY PERIOD

7.01 A new employee shall be considered as a probationary employee for a period not exceeding five hundred sixty (560) regularly scheduled hours worked, comprised of two (2) components including approximately one hundred twenty (120) hours of training and four hundred forty (440) hours of work in-field; however, at the end of the probationary period the employee's seniority shall be retroactive to the day of hire. The Company will provide the employee with a copy of all written evaluations completed during the probationary period. The parties may extend the probationary period by mutual agreement.

A probationary employee may take advantage of the Grievance Procedure however, may be terminated at the sole discretion of the Company for general unsuitability.

NEW EMPLOYEE ORIENTATION

7.02 The Union President or their representative shall be entitled to spend one (1) hour with new employees, in

small groups to a maximum of three (3), on their day of hire, or other day as mutually agreed by the Union and the Company to familiarize the new employees with the Union.

Following the completion of the employee's probationary period, the Human Resources Department will schedule new employees, in small groups to a maximum of four (4), as arranged by the Union and Company, for a follow-up interview with the Union President, or their designate. Such interview will not exceed one (1) hour and will coincide with the end of the new employee's work shift, or another time as mutually agreed by the Union and Company. The OH&S Co-Chairs of the area in which a new employee is to be assigned, or their designates, shall jointly spend one hour with the new employee to familiarize them on safety matters.

WORK DAY

- 7.03 For employees scheduled to work an 8-hour day schedule, the work day shall be the period beginning at midnight and continuing to the immediately following midnight.
- 7.04 (a) For an employee scheduled to work an 8-hour day schedule, the workday shall be divided into three (3) equal shifts of eight (8) hours each; the first shift (graveyard shift) being the shift starting nearest to midnight; the second shift (day shift) being the shift starting nearest to 8:00 a.m.; and the third shift (afternoon shift) being the shift starting nearest to 4:00 p.m. The starting time shall not vary more than one and one-half (1½) hours and shall be limited to those involved in Underground operations.
 - (b) For employees scheduled to work a ten (10) hour day schedule, the workday shall be divided into two (2) shifts of ten (10) hours each. Day Shift will begin

- at 8:00 a.m. and extend through 6:00 p.m. and the Evening Shift will begin at 4:00 p.m. and extend through 2:00 a.m. the following morning. However, the legal day being midnight to midnight, the Evening Shift will actually be eight (8) hours in the calendar day on which the shift began and two (2) hours in the following calendar day.
- (c) For employees scheduled to work a twelve (12) hour day schedule, the workday shall be divided into two (2) shifts of twelve (12) hours each. Day Shift on Surface will begin at 7:00 a.m. and extend through 7:00 p.m., and the Night Shift will begin at 7:00 p.m. and extend through 7:00 a.m. the following morning. Where operationally feasible, employees may relieve early, however no more than fifteen (15) minutes. Day Shift for Underground will begin at 7:30 a.m. and extend through 7:30 p.m., and the Night Shift will begin at 7:30 p.m. and extend through 7:30 a.m. the following morning. These schedules may be modified by mutual written agreement of the parties.
- **7.05** One shift shall be a basic day's work.
- 7.06 For Surface employees who work the straight day shift, a shift shall be eight (8) hours including a rest period and a lunch period. The rest period will permit a work interruption of ten (10) minutes duration in the morning and the lunch period will permit a twenty (20) minute work interruption after noon. Employees will be given the opportunity to have a cup of coffee on the job in the afternoon. This latter coffee break and the above work interruption periods may be deferred or rescheduled in order to comply with emergency or urgent operational needs.
- 7.07 For employees in the Mine and Mine Maintenance

Departments, the basic workday shall be eight (8) hours collar-to-collar.

WORK WEEK

- 7.08 For all employees, the workweek shall be the period commencing at 8:00 a.m. on Sunday and ending at 8:00 a.m. on the immediately following Sunday.
- 7.09 For employees scheduled on the eight (8) hour day schedule, a basic workweek shall be five (5) basic workdays of eight (8) hours each or forty (40) hours. For employees scheduled on the ten (10) hour day schedule, a basic workweek shall be four (4) basic workdays of ten (10) hours each. For employees scheduled on the twelve (12) hour day schedule, the work week shall average forty (40) hours per week over a four (4) week period. This shall not be construed as guaranteeing a minimum of forty (40) hours of work per week to an employee, unless the employee is transitioning between schedules and requests to be made whole.

JOB CLASSIFICATIONS

- 7.10 The job classifications included in this Agreement shall be those shown in the Exhibits. An employee's job classification shall be determined by the Company at the time they are employed and an employee's job classification may be changed only in accordance with the provisions of this Agreement and the CWS manual.
- 7.11 Normally, an employee shall perform the work of their base job classification; however, when work is not available in an employee's base job classification or when other work is more urgently required, such employee may be assigned temporarily to work outside their classification.
- 7.12 Employees shall not trade job classifications or

- assignments either on a temporary or permanent basis without the consent of the Company and the Union.
- 7.13 If a new job classification not shown in the Exhibits is established or in the event of a change in the job content of an existing job classification, the Company shall establish the base rate, subject to the procedures outlined in the CWS manual.

TEMPORARY EMPLOYEES

7.14 Temporary employees may be hired for periods not to exceed seven hundred and forty four (744) hours worked in any three hundred and sixty-five (365) day period effective May 1, 1997. Temporary employees who exceed this period of work will acquire full seniority rights and will be entitled to recall rights as outlined in Article 11.04(e). Employees who exceed the seven hundred and forty four (744) hours of employment in any three hundred and sixty-five (365) day period will also be entitled to receive paid sick hours at a rate of two (2) hours for every one hundred and sixty (160) hours worked to a maximum of twenty four (24) paid sick hours in that calendar year.

The Company will offer temporary work to any permanent employee who may be laid off and eligible for recall. Such laid-off employees may accept or reject temporary work for the Company without in any way affecting their recall rights.

The hiring of temporary employees is subject to the following limitations:

(a) Temporary employees shall be classified and compensated on the same basis as permanent employees; however, they will only acquire seniority rights as provided below:

- (b) Notwithstanding Article 7.01, temporary employees who may be accepted as permanent employees by the Company shall, upon their acceptance and completion thereafter of a five hundred sixty (560) regularly scheduled hours probationary period, acquire full seniority rights retroactive to their last date of hire as temporary employees. Temporary employees or temporary employees who have been accepted as permanent as above, who have worked seven hundred and forty four (744) regularly scheduled hours in a three hundred and sixty-five (365) day period shall be accepted as permanent employees with full seniority rights retroactive to the last date of hire as a temporary employee and shall be deemed to have served their probationary period.
- (c) Temporary employees shall not displace permanent employees from their regular classifications.
- (d) Temporary employees shall be permitted to bid on permanent vacancies. They shall be hired prior to external candidates if they possess the demonstrated ability to do the job.
- (e) Temporary employees shall be entitled to dental, medical and vision care, short term disability, basic group life insurance, and accidental death and dismemberment insurance. They are not eligible for Long Term Disability.

NOTICE OF ACTION AND DISCIPLINE

7.15 Any employee who has been promoted, demoted, transferred, reprimanded, disciplined, given a Leave of Absence or whose employment has been terminated, shall be provided promptly with a copy of the form stating the reason for such action.

- 7.16 If disciplinary action is taken during or because of the absence of an employee, the form shall be delivered to them personally or by mailing within twenty-four hours after the action to be taken is determined.
- 7.17 An employee who is being interviewed by a Supervisor or any other management person and where such interview is likely to result in disciplinary action, the employee shall be entitled to have present the nearest available Steward who is on Company premises. Any discipline administered to the employee will be null and void, if the employee was not permitted to have a union representative in attendance.
- 7.18 (a) If an employee is suspended discharged or demoted for disciplinary reason, they will be entitled to a hearing with Management and Union representatives. Such hearing will be held prior to the disciplinary action being taken.

If the conduct is considered to be:

- Gross misconduct (e.g. disregard for the safety of others, deliberate acts of violence or hostility, deliberate acts to defraud the Company); or
- (ii) Conduct that could potentially result in termination of employment (meaning that the employee conduct is to such extent that may result in immediate termination or the employee is at the point of termination due to their current disciplinary record); or
- (iii) Insubordinate (e.g, refusing a reasonable and safe request);

the employee may be sent home without pay until such time as a prior hearing is scheduled. If the employee suffers a loss of wages due to the employee being sent home prior to the hearing and at the hearing it is determined they should not have been disciplined or the discipline is lesser than the time the employee was away from work without pay, then they will be paid their lost wages. If an employee is sent home prior to the hearing being scheduled and the conduct is not gross misconduct, could not have resulted in termination of employment nor insubordinate, the employee will be paid their lost wages until the hearing.

- (b) The Company will contact the Chairperson of the Grievance Committee or in their absence an officer of the Union to arrange the hearing. Union representation at the hearing will normally consist of the Chairperson or their delegate, the Steward involved and the employee. Each party has the right to request and have present any necessary witnesses.
- **7.19** A copy of any form involving discharge, suspension or discipline shall be provided to the Union.
- 7.20 Disciplinary action which has not been the basis of further disciplinary action for a period of twelve (12) months, shall not be used to determine the level of any new disciplinary action that may be assessed to an employee and shall be removed from the employee's file. Notwithstanding this agreement, the Company is not required to do periodic personnel file reviews. Documentation shall be removed at the time of its discovery.

SERVICE RECORD

7.21 The personnel file of an employee shall be available for inspection, by appointment during office hours, by the employee and their duly authorized representative, provided the employee has obtained permission from

their Supervisor to leave the job if that is required.

MONTHLY LIST OF CHANGES

7.22 The Company will furnish monthly to the Union a list showing new hires (including home addresses), transfers, promotions, demotions, layoffs, recalls and terminations of employment during the previous month and the effective dates. Copies of these lists, excluding home addresses, will be posted on the second Tuesday of each month on the bulletin boards for the information of the employees. The date of the posting of such list shall be the date of discovery for any grievance arising from such list.

ARTICLE 8 - WAGE PROVISIONS

WAGE SCALE

8.01 The Wage Scale which shall be effective during the life of the Agreement shall be the Wage Scale set forth in Exhibit 1 of this Agreement.

SHIFT PREMIUM

8.02 In addition to the base hourly wage rates as set forth in the Wage Scale, Exhibit 1 of this Agreement, the Company shall pay to employees scheduled on the eight (8) hour day schedule, actually working on shifts other than day shifts, a shift premium for all time worked on those shifts that are not a day shift. For employees scheduled on the ten (10) hour day schedule, the Company shall pay a shift premium for all hours worked on those shifts that are not a day shift. For employees scheduled to work the twelve (12) hour day schedule, the Company shall pay to employees a shift premium for all hours worked between 4:00 p.m. and 8:00 a.m.

Shift Premiums shall be:

Effective May 1, 2022 - two dollars and sixty-five cents (\$2.65) per hour

Effective May 1, 2023 – two dollars and seventy cents (\$2.70) per hour

Effective May 1, 2024 – two dollars and seventy-five cents (\$2.75) per hour

8.03 No shift premium shall be added to, nor included in any benefits, pay or allowances other than the pay for time actually worked as provided in this Article except as specifically provided in the Article covering Annual Vacations and Public Holidays.

WEEKEND PREMIUM

8.04 A weekend premium will be paid for each hour actually worked on Saturday and Sunday. The weekend premium as follows will be paid for each hour actually worked by the employees between 8:00 p.m. on Friday and 8:00 p.m. Sunday.

Weekend Premiums shall be:

Effective May 1, 2022 – one dollar and ninety cents (\$1.90) per hour

Effective May 1, 2023 – one dollar and ninety-five cents (\$1.95) per hour

Effective May 1, 2024 – two dollars (\$2.00) per hour

UNDERGROUND PREMIUM

8.05 An Underground premium of forty cents (\$0.40) per hour will be paid for all hours worked by an employee Underground.

REPORTING FOR WORK

- 8.06 If an employee reports in good faith to work on a day which they are scheduled to work, unless they have been notified prior to reporting for work not to report, and no work is available, they shall receive pay for their regularly scheduled hours at the rate for their base job classification. This clause applies to the scheduled shift regardless of the calendar day application.
- 8.07 This provision shall not apply when the employee has been absent from work and fails before returning to work, to notify the Company of their intention to return to work; or if the employee has not notified the Company of their correct phone number; or they have no phone.

WORK SCHEDULE

- 8.08 (a) The Company shall post a weekly work schedule on the Monday prior to the start of the workweek. This schedule will not be altered for short periods of time (one week) to avoid requiring employees to work on days for which premium pay would be payable.
 - (b) For employees scheduled to work the eight (8) hour or ten (10) hour day schedules, an employee will be paid two times (2x) their basic hourly rate for all hours worked on their first shift of a new workday or work shift scheduled where their schedule has been changed with less than forty-eight (48) hours notice.
 - (c) For employees scheduled to work the twelve (12) hour day schedule, an employee will be paid two times (2x) their basic hourly rate for all hours worked on their first shift of the new workday or work shift scheduled where their schedule has been changed with less than twenty- four (24) hours' notice.

NOTE: Employees scheduled to work either the

- ten (10) or twelve (12) hour work schedule should refer to Article 8.14(c) for dayshift workers' override provisions.
- **8.09** An employee who is asked by the Company to work and who works their day off, will not be required to take off a scheduled day to avoid the payment of overtime.
- **8.10** Promotions, demotions, transfers and changing workloads may necessitate the change of work schedules subsequent to posting. Such changes are not made for the purpose of avoiding overtime.

CALLOUT

- 8.11 An employee called to report to work when off site and who reports to work will be paid at double their base rate for the hours actually worked or for six (6) hours at their base rate, whichever is greater.
- 8.12 This provision does not apply to any employee who starts work within one hour of their regular work schedule. If an employee is called back to work after their regular shift, while in the parking lot or beyond, call out provisions will apply.
- 8.13 If an employee completes the work for which they were called out or other emergency work prior to working the minimum time guaranteed, they may leave and receive the minimum of six hours at their base rate.
- **8.14** (a) If an employee is called out and works any portion of time in the first four (4) hours of the eight (8) hours immediately preceding their next scheduled shift, they will not be required to report for their regular shift that day until ten (10) hours have elapsed from the time they finished the callout work. They will be paid at their base straight time rate for any time missed on their regular shift due to this provision.

If the employee has less than two (2) hours left in their regular shift after the required ten (10) hours rest period, they will not be required to work the remainder of their shift but they will not receive pay for this additional time missed. Article 8.14(b) will apply if it is more favorable to the employee.

If an employee is called out and works any portion within four (4) hours immediately preceding their next scheduled shift, they will be paid overtime for those hours. The employee will be required to work the same number of hours they were originally scheduled to work. The employee will be paid base straight time between the start of their scheduled shift until the required work duration has been completed. The employee has the option to continue to work the remaining hours of their scheduled shift at overtime rate or choose to go home and be paid at base straight time for those hours.

- (b) An employee who works in excess of sixteen (16) hours in a twenty-four (24) hour period shall be granted their next regularly scheduled shift off with pay. Pay will be for eight (8) hours at the employee's basic straight time rate and will be paid only if such regularly scheduled shift of work is consecutive with the twenty-four (24) hour period in which the excessive time was worked.
- (c) All straight day shift 8-hour day employees assigned to work the ten (10) hour day or twelve (12) hour day schedules will be subject to the following modifications to the overtime provisions:
 - (i) overtime must be paid for all hours worked in excess of eight (8) on the first shift of a scheduled

- change to the ten (10) hour day or twelve (12) hour day schedule even if the appropriate notice as outlined in article 8.08 (b) and (c) is given.
- (ii) employees temporarily assigned to the ten (10) hour day or twelve (12) hour day schedules shall be subject to a basic forty (40) hour work week for the purposes of overtime calculations.
- (iii) overtime must be paid for all hours worked in excess of ten (10) hours on the first shift of a schedule change to twelve (12) hour shift.

OVERTIME

- **8.15** (a) As is practical and economical, the Company will endeavor to equitably distribute work requiring overtime, among employees who normally perform that type of work.
 - (b) All overtime hours worked by an employee shall be paid for at two times (2x) the employee's base wage rate. Any premiums the employee may be entitled to during the overtime will not be compounded in the overtime rate calculation but simply added on to the overtime rate if applicable.
 - (c) Hours worked on the shortened work day for those working a compressed work week is considered scheduled time which employees are required to work. This shall be paid at overtime rates. These employees may choose to bank the hours at straight time and be paid regular time in lieu of 2x overtime pay for the scheduled overtime on the shortened work day in the compressed work week schedule. The banked time is to a maximum of forty (40) hours per calendar year and will be applied for and granted similar to other

leaves. (Example – If an individual accrues forty (40) hours and utilizes 8 hours, they cannot bank further time in that year. If the day normally scheduled as the shortened work day falls on a public holiday, the day prior to the public holiday will be deemed the shortened work day.

8.16 Overtime shall be paid for:

- (a) All hours worked by an employee in excess of eight hours within a twenty-four hour period, except if because of changes made at the request of the employee.
- (b) All hours worked by an employee in excess of their scheduled straight time hours within any single workweek. When a Public Holiday(s) fall in the week, employees scheduled to work the eight (8) hour or twelve (12) hour day schedule will have the work week shortened by eight (8) hours for each holiday falling in the week for the purpose of calculating overtime pay. For employees scheduled to work the ten (10) hour day schedule, the workweek is shortened by ten hours for each holiday falling in the week.
- (c) All hours worked by an employee on their scheduled days off in a workweek.
- (d) All hours worked by an employee on a Public Holiday.

When two (2) Public Holidays fall in a calendar week and an employee is scheduled to work only one of the Public Holidays, they will be paid eight (8) hours shortened workweek overtime in respect of the Holiday that falls on their day off, less any regularly scheduled hours in that week they do not work.

- 8.17 The provisions of Article 8.16 above may be modified if the Company, Union and Minister of Labour agree in writing to some other arrangement of the work day and/ or work week and in that case, the condition for overtime payment would be shown in the agreement.
- **8.18** Overtime may be refused by an employee except in an emergency.
- 8.19 Time paid for but not worked shall not be included as time worked for the purposes of computing any overtime pay for an employee except when the time not worked was spent in accordance with vacation, banked time or Article 12.07, 14.03 or while attending OH&S training courses authorized by the Company as in Article 4.08.
- **8.20** None of the time worked by an employee shall be paid for on the basis of more than one of the provisions of this Agreement.

OVERTIME MEALS

- **8.21** When an employee is required to work in excess of two (2) hours of overtime following work on their scheduled shift, they shall be furnished an adequate lunch and beverage from supplies maintained by the Company for such purpose.
- 8.22 An adequate lunch will be supplied within two (2) hours after the start of such overtime shift. The lunch is to be eaten by the employee in the vicinity of their job site with due regard to a minimum delay to operations, and a thirty (30) minute rest shall be provided for consumption of the lunch.
- 8.23 The Company will supply additional meals at four (4) hour intervals if the employee continues to work overtime. If the overtime work is nearing completion when it is time for a meal, the employee may elect to

have a meal provided or they may request the Supervisor to put in a meal claim for fifteen dollars (\$15.00) and continue work and leave when the job is completed. This election must be made known to the Supervisor prior to the preparation of the meal. A meal claim may be substituted for any meal to which the employee is entitled.

8.24 In the case of callouts, the Company will supply a meal if the callout work lasts more than three (3) hours and the employee requests a meal. Additional meals will be supplied at four (4) hour intervals. The meal claim provision as in Article 8.23 will also apply to callouts.

TRANSPORTATION

- 8.25 (a) The Company will not furnish transportation and will not attempt to exercise any control over its employees while travelling to and from the property except as hereinafter provided.
 - (b) As is reasonable and practicable, the company will supply 120 V electrified parking on site for the purpose of vehicle heaters as per current practice.
- **8.26 (a)** When an employee works overtime or is called out to work overtime and no transportation is available, the Company shall furnish transportation to and from their residence within a seventy-five (75) km radius of the property. This provision will also apply to an employee who is suspended before the end of their shift. This provision will not apply to an employee receiving a transportation allowance as per Article 8.27.
 - (b) When an employee is held over and they are the driver of their car pool that day, the Company will

arrange for one vehicle to transport the employees of that car pool to their homes within a seventy-five (75) km radius of the property unless approved by the Company.

- **8.27** A transportation allowance of twenty-five dollars (\$25.00) or the CRA prescribed per-kilometer rate traveled from their place of residence (maximum one hundred and twenty (120) kilometers per round trip) will be paid to employees who are:
 - (a) called out as provided in Article 8.11, or
 - (b) who are required to report for work at other than the start of their regular scheduled shift, or
 - (c) medical verification as per Articles 4.14 and 13.12.

The union will be notified of any changes to the Corporate travel allowance.

WAGES ACCORDING TO JOB

- 8.28 When an employee is temporarily assigned to and works in a higher-paying classification, they will be paid the rate of pay of the higher-paying classification for all hours worked in the higher-paying classification. In the event an employee works in excess of two (2) hours in the higher-paying classification, they shall receive the rate of the higher-paying classification for all hours they worked in that shift, except as modified in the Exhibits.
- **8.29** When an employee is temporarily assigned to and works in a lower-paying classification, they will be paid the rate of pay of their base classification.

ABSENCES

8.30 An employee who cannot work on a shift they are scheduled to work shall notify their immediate

Supervisor as soon as possible. If it is impossible to notify their immediate Supervisor, they shall notify another Supervisor in their department or the Security Guard on duty and report the anticipated absence.

- **8.31** An emergency in personal affairs or illness of the employee will be an authorized absence if reported prior to the scheduled shift or as soon thereafter as is reasonably possible and if the excuse is justifiable. Any dispute as to whether an excuse is justifiable may be handled in accordance with the grievance procedure.
- **8.32** An employee not on duty during a shift they are scheduled to work shall be on an unexcused absence unless their absence is because of authorized absence or Leave of Absence provided in this Agreement.
- **8.33** Failure to return to work at the end of an authorized absence, an unexcused absence of two (2) or more consecutive workdays or repeated unexcused absences may result in disciplinary action or termination of the employment of the employee.

ARTICLE 9 – SENIORITY GENERAL

9.01 The parties recognize that job opportunity and security should increase with length of service with the Company. In all cases of promotion, training, job assignment, shift assignment, layoff or recall, senior qualified employees shall be entitled to preferences. In the case of preference for a day or shift assignment, General Seniority will be used. When a vacancy exists and the vacancy is not a dayshift, transfers between crews will be granted, if operational requirements permit, based on general seniority. If the request for transfer cannot be granted immediately, the Company will grant the transfer as soon

- as it is operationally feasible. The Company reserves the right to move people amongst crews for operational reasons, even if no vacancy exists.
- 9.02 "Qualified" shall mean the physical and mental fitness and the ability to meet the regular requirements of the job after a reasonable trial or training period. In maintenance job classifications, qualified also means the ability to satisfactorily perform at the classification level.

ESTABLISHMENT OF SENIORITY

- 9.03 The term "seniority" as used in this Agreement shall be defined as:
 - (a) General the length of continuous service with the Company since the employee's date of hiring, except as expressly provided herein.
 - (b) Departmental the total aggregate length of time an employee has spent in a department since their last date of hire.
- 9.04 If two (2) or more employees begin work for the Company on the same date, their General Seniority shall be determined by a random draw conducted during the new hire orientation with the new hires in attendance, as well as the Union when possible. The Company will notify the Union the time the draw will take place, prior to their start date.
- 9.05 When two (2) or more employees begin working in a department on the same date, they shall be rated on the Department Seniority list in the order of their General Seniority.
- 9.06 All Departmental and General Seniority shall be lost when the employee's employment is terminated, the employee is discharged and is not reinstated through the Grievance Procedure, or the employee does not return

- after being recalled by the Company.
- 9.07 After completion of five hundred sixty (560) regular hours worked probationary period, an employee shall be credited with Departmental Seniority from their entry date in the department in which they are assigned as a regular employee.

DEPARTMENTS

- **9.08** For the purposes of this Agreement, the following are Departments:
 - (a) Mine Operating Department
 - (b) Mine Maintenance Department
 - (c) Mill Department
 - (d) Plant Maintenance Department
 - (e) Loadout Department
 - (f) Warehouse Department
 - (g) Laboratory Department

SENIORITY LISTS

- **9.09** The Company shall compile Seniority lists showing Departmental and General Seniority for each employee.
- 9.10 Such lists shall be revised at three (3) month intervals from the date of this Agreement and a copy of the lists shall be mailed to the Union. A copy of the department's list will be posted in the department and a copy of the General Seniority list will be posted on the bulletin board in the main hallway near the change facilities. Upon written request from the Union, the Company will mail a copy of the seniority list for their department to each Union Steward.
- 9.11 An employee shall notify the Union President or

designate and the Human Resources Department within thirty (30) days of posting of any error in such list. Where an error is identified, the Union will be notified within seven (7) days of verification and correction of the error.

ARTICLE 10 - VACANCIES

GENERAL

- 10.01 The Company shall determine the number of employees in each job classification and if a vacancy in a job classification is to be filled or to be left vacant. If a job classification is to be left vacant, the Company shall advise the Union in writing of the reason for such decision.
- 10.02 (a) When the services of individuals with special abilities or training are required and are not available within the Bargaining Unit, the Company may transfer or employ such individuals from outside the Bargaining Unit.
 - (b) The Company will inform the Union of any vacant First Line Supervisor positions that are to be filled in order that employees may make application for such positions. The extent of the Company's obligation in this regard will be to inform any unsuccessful employee applicant of the reasons why they were not awarded the position. Under no circumstances will a grievance be accepted under the provisions of this clause.
- 10.03 Vacancies defined: A temporary vacancy is one which lasts thirty (30) days or less or is one created by employees on vacation. This period may be extended by mutual written agreement between the Company and the Union. A permanent vacancy is one which is expected to last more than thirty (30) days.

TRAINING

- 10.04 To the extent consistent with efficient operations, a senior (Departmental Seniority) lower-bracket employee will be given the opportunity to train for the higher-bracket job next available to them in their Line of Progression, provided, however, that in determining the qualifications of successful bidders, as provided in this Article, such training will not be given preference in determining qualifications. Recognizing the need for appropriate and safe training, the training will be provided by an individual competent and experienced in the duties of the position on the shift.
- 10.05 (a) If the senior employee in a job classification or assignment refuses to avail themself of training opportunities or refuses a promotion, the Company may assign a less senior employee in that job classification or assignment to another shift or assignment consistent with their General Seniority and qualifications if required to allow for promotional opportunities for other employees. "Promotional opportunities" as used above also refers to the additional skill assignments in the Mill Department.
 - (b) Where certain operating job classifications require training and qualifications on more than one unit of equipment or area, employees within the classification will be required to rotate assignments on a General Seniority basis in order to provide training opportunity for other employees in the same classification.

FILLING TEMPORARY VACANCIES

10.06 A temporary vacancy may be filled by an employee who is regularly classified in the job classification in which the vacancy exists or by the temporary advancement of

an employee on the same shift based on Departmental Seniority and qualifications. It is understood that temporary vacancies which occur during the course of a shift may not always be filled by the senior qualified employee.

FILLING PERMANENT VACANCIES

- 10.07 A permanent vacancy shall be filled in accordance with the Lines of Progression as contained in the Exhibits of this Agreement on the basis of Departmental Seniority, subject to the job bidding provisions of the Agreement where applicable. If qualified employees are not available within the department, the permanent vacancy may be filled from outside the department or if not available within the Bargaining Unit, from outside the Bargaining Unit.
- 10.08 An employee awarded a permanent vacancy as per Article 10.07 shall be entitled to a reasonable training period up to two hundred and forty (240) regularly scheduled working hours. The employee will receive the new job rate prior to the completion of the two hundred and forty (240) hours worked if they assume the job duties without training assistance. (The training period and rate will be modified as indicated in the various Exhibits.)

REFUSAL OF PROMOTION

10.09 If an employee refuses to accept a permanent promotion, they must do so in writing and they will become eligible for consideration for a future permanent vacancy in the classification or assignment after fifteen (15) calendar days if they indicate in writing to their Department Head that they wish to be considered. The employee shall use the mutually agreed forms and a copy of such forms shall be provided to the Union.

DAY ASSIGNMENT

10.10 An employee who is on a rotating shift assignment, other than for their training for maintenance progression, may file a written application for consideration for a straight day assignment within their department. A vacancy in such day assignment will be filled by the senior qualified applicant but the filling of the day vacancy may be temporarily delayed until a qualified replacement is available for the successful applicant.

JOB POSTING

- **10.11** A permanent job vacancy will be posted for plant-wide bidding for:
 - (a) New job assignments not specified in the Agreement,
 - (b) Job assignments above bid level jobs which the Company has been unable to fill in a Line of Progression,
 - (c) Bid level job assignments as designated in Exhibits 2 through 7 of the Agreement,
 - (d) Permanent day shift or 4-10 weekday compressed schedule (M-Th & T-F) Licensed Journeyperson maintenance job assignments,
 - (e) An apprenticeship job vacancy,
 - (f) All job postings below Journeyperson and above bid level, in a Maintenance Department shall be posted in consultation with the Union,
 - (g) All permanent day shift vacancies that cannot be filled from the Line of Progression, including those below bid level, will be posted (also see Footnotes Exhibit 2, Mine Operating Department).
- 10.12 Notice of the vacancies as defined in Article 10.11

- shall be posted for seven (7) days and shall show job classification, job assignment, rate of pay, department, shift work or day work, and the crew where the initial vacancy exists.
- 10.13 An employee who desires to be considered for the posted vacancy shall submit a written bid on a bid-form supplied by the Company within the posting period which closes at the end of the day shift on the seventh (7th) day of posting. A Shop Steward may file a bid on behalf of an absent employee.
- 10.14 Job bids submitted within the seven (7) day posting period shall be considered in filling the vacancy. The vacancy shall be awarded to the qualified applicant on the basis of General Seniority. The name of the successful bidder will be posted within two (2) days following the end of the bidding period.
- 10.15 The Company will transfer the successful bidder within thirty (30) days following the posting of the successful bidder's name if a qualified employee is available to fill the vacancy of the successful bidder. If the Company is unable to make such transfer within thirty (30) calendar days after posting the name of the successful bidder, then such bidder will receive the rate for the new job starting on the thirty-first (31st) day following the day their name was posted as the successful bidder, provided the new rate of pay is higher than the bidder's present rate. All successful bidders shall start to accumulate Departmental Seniority in the new department from the date they were awarded the bid.
- 10.16 An employee who bid and was awarded the job, regardless of whether they decline or accept the position, may not bid on another vacancy within six (6) months of the end of the posting date unless the new vacancy posted is for

an apprenticeship or maintenance progression vacancy and their prior successful bid was a non-apprenticeship or a non-maintenance progression vacancy. This disqualification does not apply to an employee who has been displaced from their job assignment due to a layoff or a reduction of the workforce or has been awarded a posted job which lasts less than six (6) months or to an employee who withdraws **their** application prior to **it** being **posted that they are** the successful bidder.

- 10.17 The permanent vacancy notices as provided for above will be posted on a bulletin board provided for that purpose on the bulletin board in the main hallway near the change facilities. Bids on these permanent vacancies shall be deposited in the bid-box.
- 10.18 Vacancies in job classifications that require job posting, will be posted prior to the hiring of personnel from outside the Bargaining Unit.
- 10.19 Any vacancies in job classifications that require job postings, that are posted, but not filled by bids or outside hiring within three (3) months, will be reposted if the Company still wishes to fill that vacancy. The Company may choose to repost before three (3) months have elapsed.
- 10.20 A successful bidder on a job in another department who voluntarily disqualifies themself or is disqualified by the Company, as permitted in Articles 10.22 and 10.23, will revive their former Departmental Seniority and will be permitted to bid on any job vacancies within their department but will not be permitted to bid on any job vacancies other than maintenance progression or apprenticeship vacancies outside their department for a period of six (6) months following their return to their department.

10.21 An employee who occupies a permanent day shift or 4-10 weekday compressed schedule (M-Th & T-F) vacancy who subsequently loses the job due to a reassignment to shift work will be returned to the day shift or 4-10 weekday compressed schedule (M-Th & T-F) job when it next becomes vacant on the basis of General Seniority. The Company will not be required to post such vacancies until all eligible employees have been returned, bypassed the opportunity or have been successful bidders on another job.

QUALIFYING ON THE JOB

- **10.22** (a) If within two hundred and forty (240) regularly scheduled working hours an employee in a new job classification or assignment voluntarily disqualifies themself, they shall return to their last classification and assignment if the job assignment still exists.
 - (b) The parties agree that Article 10.22 (a) will not apply in situations of temporary job postings involving maintenance projects such as miner rebuild crews, capital projects, etc. where the estimated life of the project extends beyond the estimated life as stated on the postings. It is also agreed that if the project extends beyond the estimated life as stated on the posting, the job will be reposted, providing the successful bidder wants to disqualify themself.
- 10.23 (a) If an employee fails to satisfactorily perform the duties in a job classification or assignment, they shall be returned to their last classification and assignment if the job assignment still exists, and they will not be considered for the job assignment they were disqualified from for a period of up to six (6) months.
 - (b) For the purposes of Articles 10.22 (a) and 10.23, if the employee is unable to return to their last classification

and assignment because it no longer exists, then the affected employee will be reclassified in accordance with the provisions outlined in Article 11.04.

TRANSFERS OUT OF THE DEPARTMENT

10.24 The Company may with the consent of the Union temporarily transfer an employee possessing special abilities to another department for a period not to exceed six (6) months. Such employee shall retain their Departmental Seniority in their regular department. The Union shall be notified in writing of such transfer a minimum of five (5) days in advance of the transfer.

TRANSFERS OUT OF THE BARGAINING UNIT

- 10.25 Employees transferred from hourly-rated jobs to temporary jobs outside the Bargaining Unit shall continue to accumulate seniority. The Union will be notified prior to the transfer, in writing, if such transfer will exceed two (2) weeks in duration. Such transferred employees will not be allowed to perform bargaining unit work except as per Article 3.04. First consideration will be given to employees who intend to pursue a permanent job outside the bargaining unit.
- 10.26 An employee transferred from an hourly-rated job to a permanent job outside the Bargaining Unit shall retain all seniority held at the time of the transfer and will reactivate such seniority if they return to the Bargaining Unit within a three (3) month period following such transfer. In the event the transfer is for more than three (3) months, the employee shall lose all retained seniority.

ARTICLE 11 – LAYOFF AND REDUCTION AND RESTORATION OF THE WORKFORCE

NOTICE OF LAYOFF

- 11.01 (a) Subject to the Saskatchewan Employment Act, in any reduction of the workforce for a period in excess of six (6) consecutive days, the Company will give employees so affected at least seven (7) days notice prior to their layoff. In lieu of the notice, the Company may elect to pay equivalent wages exclusive of overtime to the employee laid off.
 - (b) In the event of a permanent reduction of the workforce, the Company and the Union shall engage in discussions regarding options to allow senior employees to elect permanent layoff in lieu of junior employees. It is understood that these discussions may not result in agreement.
- 11.02 In any reduction of work forces expected to last for a period not longer than seven (7) days, the Company will give employees thus affected twenty-four (24) hours notice.

REDUCTION OF WORKFORCE

- 11.03 Employees who have been laid off for more than fourteen (14) days will be entitled to subsequent layoff notice or pay in lieu of notice, which shall not be less than:
 - one (1) weeks notice if the employee's period of employment is less than three (3) years;
 - three (3) weeks notice if the employee's period of employment is three (3) years or more but less than five (5) years;
 - five (5) weeks notice if the employee's period of employment is five (5) or more years.

The above provisions do not apply if the period of layoff is for six (6) days or less, or if an employee is recalled for a specified, limited period of work.

The Company may elect to pay base rate for that portion of the notice period in respect of which notice was not given.

- **11.04** When the Company deems it necessary to reduce the working force for a layoff expected to last in excess of six (6) days, the following procedure shall be followed:
 - (a) Employees who have not yet established General Seniority shall first be laid off, then employees with the least General Seniority shall be laid off until the necessary reduction is affected.
 - (b) The Company will not be required to retain an employee because of their General Seniority unless such an employee possesses the necessary qualifications to perform and is willing to perform the work of the employee who would otherwise be laid off in accordance with this provision.
 - (c) Within each department affected by the reduction, employees in the job classifications abolished or reduced shall be reclassified within the department on the basis of qualifications and General Seniority.
 - (d) When there are vacancies existing in departments due to layoff of employees by General Seniority, employees who have been unable to remain in their respective departments shall be assigned to fill the existing vacancies on the basis of qualifications and General Seniority.
 - (e) Any employee who accepts layoff in lieu of a transfer to another department or is laid off on the basis of General Seniority shall continue to accumulate

- General Seniority and shall be eligible for recall to work for a period not exceeding twenty-four (24) months after which the layoff shall be deemed to be permanent and their employment terminated.
- (f) The laid off employee shall leave their address with the Company and shall notify the Company of any change of address.
- (g) The reasonable trial or training period as referred to in Article 9.02, does not apply in the case of layoff and recall and restoration of the workforce, except for permanent reductions in the workforce, or layoff in excess of six (6) months, as outlined below. For other than permanent reductions in the workforce or layoff in excess of six (6) months, a senior employee will be entitled to a three (3) day familiarization period in one of the existing vacancies. It is understood the Company may refuse to grant three (3) day familiarization period if it can demonstrate that the employee could not meet the requirements of the job even if a three (3) day familiarization period were granted. An employee who fails to meet the requirements of the job during the three (3) day familiarization period in a job at bid level or above will be eligible to displace a junior employee in a position below bid level who filled the vacancy as per Article 11.04 (d) on the basis of General Seniority. The three (3) day familiarization period will be three (3) normal work days for the individual based on the weekly work schedule in effect for the classification in which the period of familiarization is being offered whether it be on the eight, ten or twelve (8, 10 or 12) hour schedules

In the event of a permanent reduction of the workforce, or lay off in excess of six (6) months, senior employees who are displaced from their Department and are not qualified for other vacancies identified as per Article 11.04 (d) at the time of the reduction, will be allowed a reasonable trial or training period not exceeding thirty (30) working days in one of these vacancies for which they are eligible based on General Seniority. If an employee fails to meet the requirements of the job during the trial and training period they will be laidoff or may displace a junior employee at or below bid level on the basis of General Seniority. If an indefinite lay off becomes a permanent lay off, those employees affected will have their eligibility for work determined based on their status at the time the lay off or reduction commenced, including the thirty (30) day trial or training period as outlined above.

RECALL OF THE WORKFORCE

- 11.05 A laid off employee who fails to report for work to the Company's office within ten (10) days after receiving notification of recall by registered mail unless they request and receive an additional ten (10) days extension during the ten (10) days, shall forfeit their seniority and right to recall. This period will be extended if disability prevents immediate return if the employee notifies the Company of the personal disability within the ten (10) day period.
- 11.06 If at the time of the layoff the Company gives an employee a definite date upon which they are to return to work, notification will not be necessary and failure to return upon the designated date shall constitute a voluntary termination of employment as of the date of layoff.

PHYSICAL EXAMINATION

- 11.07 When an employee is laid off the Company may require that they be examined by the Company physician to determine their physical condition and upon recall shall be re-examined by the physician. If the layoff has continued for thirty (30) days or more or if they have been involved in an accident during the layoff, they shall be eligible to return to work if they are physically capable of performing the work for which they are recalled. The physician's fee will be paid by the Company.
- 11.08 A copy of the physician's verification of the employee's fitness to return to work shall be furnished to the Company, the Union and the employee involved.

LAYOFF DUE TO TECHNOLOGICAL CHANGE

An employee with one (1) or more years of General 11.09 Seniority who is laid off as a result of technological change, as defined by the Saskatchewan Employment Act, or permanent property closure, shall receive a severance payment of one (1) week's pay forty (40 hours) at the employee's base wage at the time of layoff, for each complete year of accumulated service prior to this layoff, up to a maximum of thirteen (13) weeks' pay. In the event an employee who received a severance payment as provided above, is recalled within the period covered by the payment (maximum of thirteen (13) weeks), they shall repay a prorated amount of the severance payment based upon the date of recall. Subject to the mutual written agreement between the Company and the Union, employees subject to layoff because of technological change, will be entitled to retrain in other job assignments within the scope of this Agreement. The parties agree that for the purpose of this agreement, the term "significant numbers" as referred to in the

Saskatchewan Employment Act shall mean one or more persons, and as such any provisions outlined in this agreement or in the Saskatchewan Employment Act shall apply should a technological change effect one (1) or more employees.

EMERGENCY SHUTDOWN

- 11.10 In the event of an emergency shutdown (seven (7) days or less), selection of employees to be retained and scheduling of work will be done by the Company in consultation with the Union in the manner best judged to expedite the work and return to operation as early as possible.
- 11.11 Selection of employees in such circumstances will be made in a fair and equitable manner. Senior qualified employees shall be given full consideration.
- **11.12** Whenever possible, the Union will be advised in writing in advance of the shutdown.

BASIS OF RECALL

- 11.13 (a) Employees will be recalled from layoff on the basis of their General Seniority and ability to perform the work for which they are being recalled.
 - (b) An employee who lost their job assignment due to a reduction of the workforce or layoff will be required to return to that job assignment when it next becomes vacant on the basis of General Seniority, unless they have since been awarded a posted job, or has been displaced for more than twenty four (24) months; however, when a vacancy occurs in a Department, preference to fill the vacancy will be given to a qualified employee with more General Seniority who was displaced from their job for twenty four (24) months or less due to a layoff or reduction of the

- workforce, until there is a vacancy in their former job assignment.
- (c) The Company will not be required to post such vacancies until all eligible employees have been returned to their former job assignments.
- (d) Where a laid-off employee is recalled to work on a temporary basis with less than twenty four (24) hours notice prior to the beginning of their shift, the employee will be paid double time for the hours worked on the first day of such a recall.

MAINTENANCE OF RATE

- 11.14 (a) An employee who is demoted due to a reduction in the workforce will maintain their base rate of pay for a maximum of twelve (12) calendar months from the original date of demotion providing they have three (3) years of service in the classification they were demoted from.
 - (b) An employee who is laid off due to a reduction in the workforce and is subsequently recalled into a lower paying classification within twelve (12) calendar months from the original date of layoff, will maintain the base rate of pay they had at the time of layoff for the remainder of the twelve (12) calendar month period providing they have three (3) years of service in the classification they were laid off from.
 - (c) An employee who is demoted due to a technological change as outlined in Article 11.09, will maintain their base rate for a maximum of eighteen (18) calendar months from the original date of demotion providing they have three (3) years of service with the Company. An employee who is maintaining their rate in accordance with this provision shall be required

to accept any higher paying permanent vacancy in the department they were demoted from providing they have the seniority and qualifications to fill that classification. Failure to do so will result in the loss of these rate maintenance provisions.

ARTICLE 12 – GRIEVANCE PROCEDURE PURPOSE

12.01 The purpose of this Article is to establish procedures for discussion, processing and settlement of grievances as quickly as possible.

GRIEVANCE

- **12.02** A grievance is any controversy, complaint, misunder-standing or dispute arising, as to the meaning, application or observance of any of the provisions of this Agreement.
- 12.03 In the event a question arises as to the arbitrability of any matter, the question of arbitrability may be submitted to arbitration as provided in this Article.

UNION REPRESENTATION

- 12.04 The Union may select, and the Company will recognize a duly authorized representative to negotiate during working hours for the settlement of disputes and grievances of employees covered by this Agreement.
- **12.05** A Steward is an employee of the Company designated by the Union to handle grievances originating within their shift, group or department.
- 12.06 No Steward shall leave their regular duties until permission has been given by their Supervisor. Permission will not be unreasonably withheld. The Steward will be allowed a reasonable amount of time to investigate grievances.

12.07 The Company shall not make any deductions from wages of the duly authorized representative of the Union in respect to the time actually spent in negotiating for the settlement of such disputes and grievances prior to arbitration.

Members of the Grievance Committee or their alternates will not lose pay for time spent at prior hearings and Step III grievance meetings. If the Grievance Committee members are on their regularly scheduled time off and attends a prior hearing or Step III grievance meeting, they will be paid their base rate for the time actually spent in the prior hearing or grievance meeting and such time spent shall be included as time worked for the purpose of computing any overtime pay.

The Company hereby agrees to give members of the Grievance Committee one (1) hour paid preparation time for Step III Grievance Meetings that involve one (1) or two (2) grievances, or two (2) hours paid preparation time for three (3) or more grievances.

12.08 The Union may select and the Company will recognize upon written notification as to their identity a Grievance Committee of three (3) employees of the Company and the International Representative.

GRIEVANCE PROCEDURE

- 12.09 To ensure continuity of operations, the discussion and/or negotiations of grievances shall be conducted immediately after the start or concurrent with the end of the shift.
- 12.10 Employees and/or a Steward shall attempt to settle complaints or disagreements with the employee's Supervisor before processing a written grievance at Step I, if practical.

Step I

- (a) An employee(s) having a grievance shall present it in writing to their Supervisor within ten (10) days of the occurrence or the discovery of the grievance. Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.
- **(b)** If the employee(s) so chooses, they may have their Steward present.
- (c) The Supervisor will reply in writing to the grievance within five (5) days from the time the grievance was received.

12.11 Step II

- (a) If the grievance is not settled at Step I, then the grievance shall be submitted in writing to the GF and/ or Department Superintendent within seventy-two (72) hours from the time the Supervisor's decision is received at Step I.
- (b) The GF and/or Superintendent shall render their decision in writing within seventy-two (72) hours from the time the written grievance is received by them.

12.12 Step III

(a) If the decision of the GF and/or Department Superintendent is not acceptable to the Union, the written grievance shall be submitted by the Grievance Committee to the General Manager or their appointed representative within seventy-two (72) hours from the time the GF and/or Department Superintendent's decision is received by the Union.

- (b) The General Manager, or their appointed representative, shall meet with the Grievance Committee to a maximum of three (3) Union Grievance Committee members at the meeting and shall discuss the grievance within nine days of the receipt of the grievance by the General Manager.
- (c) The General Manager, or their appointed representative, shall reply to the grievance in writing within nine (9) days of the meeting at Step III.
- 12.13 If the decision of the General Manager at Step III is not acceptable to the Union, the grievance may be submitted to arbitration upon notification in writing to the Company by the Union within fifteen (15) days from the date the General Manager's decision at Step III was received or should have been received.
- **12.14** Arbitration is waived on matters not submitted within either fifteen-day period.

TIME PERIODS

- 12.15 (a) In computing the various time periods in the Grievance and Arbitration Procedures, Saturdays, Sundays and Public Holidays designated in this Agreement, shall not be considered. In addition, in Step I and Step II of the Grievance Procedure the grievant's regular scheduled days off will not be considered in computing the time period.
 - (b) Steps in the Grievance Procedure and/or time periods in the Grievance Procedure may be omitted or prolonged by a mutual understanding between the Company and the Union where such action may contribute to a settlement of the grievance.

GROUP GRIEVANCES

- 12.16 (a) Where grievances affect more than one (1) employee in the same way, or affect the interests of the Union as a party to this Agreement, the Grievance Committee or the employees may initiate a written grievance at Step II of the Grievance Procedure within ten (10) working days of the occurrence or the discovery of the matter. In the event that two (2) or more employees have grievances which are sufficiently common in nature, they may be dealt with at the same time. Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.
 - (b) The GF and/or Superintendent in regard to a group grievance shall render their decision in writing within five (5) days from the time the written grievance was submitted.
- **12.17** Failure of the Company to answer a grievance within the time limits of Steps I and II shall automatically advance the grievance to the next step.

ARBITRATION PROCEDURE

- **12.18** Contingent upon having carried out the steps of the foregoing Grievance Procedure, a grievance may, upon written request by the Union on behalf of an employee or a group of employees, be referred to Arbitration.
- 12.19 Each grievance submitted to arbitration shall be heard separately. A grievance dealing with a suspension of five (5) days or greater or discharge or probationary termination, at the Union's request, will be brought forward ahead of others, to arbitration on a priority basis.
- **12.20** Within ten (10) days of the receipt of the notice, the Company and the Union shall select an Arbitrator as

outlined below and notify the Arbitrator of their selection.

12.21 The Arbitrator to hear and decide such grievance requiring arbitration shall be selected from the following list:

D. Ish

A. Ponak

B. Bilson

W. Hood

- 12.22 The Arbitrator shall be selected by rotation in the order listed above. If the Arbitrator so selected is unable to serve within a one hundred and twenty (120) day period, then the Arbitrator next in the list of names shall be selected.
- 12.23 No member of the panel of Arbitrators may be removed except by mutual consent of the Company and the Union.
- **12.24** If a member of the panel is permanently unable to serve for any reason, the Company and the Union shall mutually agree upon a replacement.
- 12.25 The Arbitrator shall hear evidence relating to the alleged violation or dispute and argument therein by the parties and shall make a written decision on the matter or matters in dispute.
- 12.26 The decision of the Arbitrator shall be final and binding upon the parties but in no event shall the Arbitrator have the power to alter, to modify or to amend this Agreement in any respect. The Arbitrator shall be requested to give their award in writing to each of the parties within ninety (90) days after the close of the hearing and the presentation of all materials to the Arbitrator.

ARBITRATION COST

12.27 The parties shall bear in equal shares the expenses of the arbitration.

WITNESSES

12.28 At any stage of the Grievance or Arbitration Procedures, each party has the right to request the presence of any necessary witnesses.

DISCHARGE AND SUSPENSION

- 12.29 In the event of the discharge or suspension of an employee which is alleged by the Union to be without just cause, the employee or the Union may within ten (10) days after the suspension or the discharge forego Steps I and II of the Grievance Procedure and submit a grievance in writing directly to the General Manager or their appointed representative. Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.
- **12.30** Upon receipt of the written grievance, the General Manager or their appointed representative shall meet with the Grievance Committee within seventy-two (72) hours.
- **12.31** After such meeting, the grievance shall be subject to the same procedure as any grievance at the General Manager's level.
- 12.32 If at the General Manager's level or at arbitration it is found that the discharge or suspension was without just and sufficient cause, the employee will be reinstated. They may be paid the full amount of lost wages, or any part thereof, as the General Manager or Arbitrator may deem just under the circumstances which led to the suspension or discharge, less any wages earned from other employment or unemployment compensation

- received by them or to be received by them for the period involved
- 12.33 In the event the Arbitrator decides the penalty is too severe in relation to the offense, taking into account the employee's prior disciplinary record, they shall have the authority to modify the penalty as they may deem just and equitable.

ARTICLE 13 - GENERAL PROVISIONS

LAW AND GOVERNMENT REGULATIONS

13.01 Nothing contained in this Agreement shall interfere with any obligation of the parties hereto to comply with any law, regulation, order or interpretive ruling made or issued by a government agency and found applicable and such compliance shall not constitute a breach of this Agreement. Any of the provisions of this Agreement in conflict with such obligation shall be opened for negotiation to revise them to comply with such law or order and the remainder of this Agreement shall not be affected

RIGHTS OF PARTIES TO AGREEMENT

13.02 Seniority rights and other rights provided by this Agreement, affecting employees subject hereto, shall supersede any such similar rights and other rights existing prior to this Agreement and the Company will not be liable in any way to an employee for the loss of any such rights which may occur by reason of observance of the terms of this Agreement.

AGREEMENT REVISIONS

13.03 This Agreement shall only be changed by the written consent of the contracting parties or if required by law or other governmental regulations.

AFFIRMATIVE ACTION

13.04 The Company and the Union agree there is a need to redress the under-representation in the workforce of indigenous persons, women and persons with disabilities. To this end, the parties further agree to establish a joint committee to study measures to redress such imbalances

COPIES OF AGREEMENT

- **13.05** Copies of this Agreement shall be delivered to each employee by the Company within thirty (30) days after date of employment or as soon thereafter as they are available.
 - **13.06** The Union shall encourage each employee to become familiar with this Agreement.

BULLETIN BOARDS

13.07 The Company shall provide and maintain Union Bulletin Boards at locations agreed upon by the Union and the Company. Such Bulletin Boards may be used by the Union for the purpose of posting notices approved by the Union or its designated representative.

ACCESS TO PROPERTY BY UNION REPRESENTATIVES

- 13.08 A representative of the International Union and/or authorized agent of the Local Union may have access to the Company's property during week days between the hours of 8:00 a.m. and 4:00 p.m. or at other prearranged times, when it is necessary that they actually observe operations about which a specific grievance or dispute has arisen in order to understand the case.
- **13.09** They shall obtain from the General Manager or their designated representative specific authorization for each visit and their visit shall be conducted in accordance with Company rules regarding plant visitors.

- 13.10 The International Representative and/or authorized agent of the Local Union will not interfere with employees on duty in the performance of their work and if they desire to talk with an employee while on duty, they must receive permission from the employee's Supervisor.
- 13.11 Should an emergency arise making it necessary for the International Representative and/or authorized agent of the Local Union to interview an employee while on duty, such an employee shall be called away from their working area for the purpose of such interview, but only after proper relief has been provided by their immediate Supervisor.

DISABLED EMPLOYEES

13.12 In the event an employee becomes disabled, it is agreed by the Company and the Union, that every reasonable effort, to the point of undue hardship, shall be made to accommodate the disabled employee with suitable employment as is available in accordance with the principles of the duty to accommodate in law. The Company and the Union commit to working with the affected employees to ensure the disabled employee's return to work is as effective as possible. The Occupational Health and Safety Committee and President, Local 7458 shall be advised on all light-duty work offered to any employee.

If an employee is required by the Company to provide further medical information, beyond verification which may be requested in Exhibit 9 – Personal Disability Plans, in circumstances related to limitations and restrictions as it relates to their job and/or a duty to accommodate, the company shall pay for such medical forms. If an employee could not have reasonably been expected to provide such medical information upon or prior to their

return to work, and they cannot acquire such information outside their regular working hours, they shall not lose pay for the time spent obtaining the examination up to a maximum of eight (8) hours at straight time rate and be paid travel allowance. If acquiring such medical information causes a delay beyond eight (8) hours, the employee shall be considered on an unpaid leave of absence or shall continue to receive benefits under any previous plan entitlement if deemed eligible by the plan administrator. If they could have reasonably been expected to provide such medical information upon or prior to their return to work, they will not be eligible for the eight (8) hours of pay and will be considered on leave of absence immediately or shall continue to receive benefits under any previous plan entitlement if deemed eligible by the plan administrator.

- 13.13 Promotional opportunities may be limited for the disabled employee depending upon their ability to do the job and the Company will not be required to try the disabled employee in any assignment if there are reasonable grounds for believing they will not be able to satisfactorily or safely perform the job or if there is a possibility that such an assignment may be injurious to their health.
- 13.14 Deterioration of the employee's ability to perform a job may result in their relocation to another more suitable job if available or eventual removal from the active payroll. In the event the employee is relocated to a lower paying job, they shall retain their previous rate of pay for a period of one (1) year from the date of relocation.
- 13.15 The Company will have the right to require the employee to undergo periodic mental or physical examinations to determine the suitability of their remaining on a job or on the active payroll.

ARTICLE 14 - TERM OF AGREEMENT

EFFECTIVE DATE

14.01 This Agreement shall become effective at midnight on the date of ratification and shall continue in full force and effect until and including April 30, 2025 and from year to year thereafter unless written notice is given as provided by Article 14.02 below.

NOTICE TO TERMINATE OR REVISE AGREEMENT

14.02 Either party to a collective bargaining agreement may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiring date of the Agreement, give notice in writing to the other party to negotiate a revision of the Agreement and where a notice is given the parties shall forthwith bargain collectively with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.

NEGOTIATING COMMITTEE

14.03 The Company will pay a member of the Union Negotiating Committee (maximum five (5) members) at their base rate for the hours they were regularly scheduled to work, for each day the Committee member meets with the Company to negotiate the Collective Bargaining Agreement. If a work stoppage is in effect, this payment will not apply. Upon request by the Union, the Company will endeavor as is practical and economical, to reschedule Union Negotiating Committee members to day shift once the bargaining process has begun.

ENTIRE AGREEMENT

14.04 This document contains the entire Agreement between the parties and shall not be deemed modified or expanded in any way unless such modification or expansion shall be evidenced in writing, signed by both parties and dated on or subsequent to the date of this Agreement.

ARTICLE 15 - C.W.S.

15.01 The Cooperative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated June 4, 1981 (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and the appropriate provisions shall apply as set forth in full within this Agreement.

The following principles are statements cited from the Job Description and Classification Manual published in August 1971 by the United Steelworkers of America - AFL - CIO CLC:

(a) Significant details concerning the function and requirements of each job shall be set forth in a job description, which shall:

> Provide a means of identifying the job under consideration, the processes, equipment, and products with which it is concerned, and shall serve only as a basis from which to classify the job.

> Reflect the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

> Provide, together with the reasons for the classification, the basis from which to judge changes in the job content which may result from new or changed conditions when such are established from time to time.

(b) The job classification of a job shall serve only to assign the job into a proper job class for application of the standard hourly wage scale.

In summary, these principles outlined are designed solely for the purposes of determining wage rates and not to provide any basis for determining the day-to-day job activities of any individual employee. Referring to the term "inherent" as outlined on the bottom of each job description, this term is defined as: Job duties that have been common to a particular job prior to the implementation of C.W.S., whether they were specifically addressed in the job description or not, shall continue to be part of that particular job.

C.W.S. COMMITTEE

15.02 The "C.W.S. Committee" shall consist of three (3) employees appointed by the Union and three (3) persons appointed by the Company. Either party may change its representatives from time to time. If the job description and wage classification of an employee appointed to the committee is being reviewed an alternate member will be appointed by the Union for the purpose of that review. Members shall not lose pay (base rate) for time spent on approved committee work.

EXHIBIT 1 - STANDARD HOURLY WAGE SCALES

JC	May 1/21	May 1/22 3.1 %	May 1/23 3.7%	May 1/24 3.7%
		5.1 %	3.7%	3.7%
20T	54.046	55.721	57.783	59.921
198	50.524	52.090	54.017	56.016
20	49.942	51.490	53.395	55.371
19	49.031	50.551	52.421	54.361
18	48.122	49.614	51.450	53.354
17	47.211	48.675	50.476	52.344
16	46.299	47.734	49.500	51.332
15	45.390	46.797	48.528	50.324
14	44.481	45.860	47.557	49.317
13	43.569	44.920	46.582	48.306
12	42.659	43.981	45.608	47.295
11	41.749	43.043	44.636	46.288
10	40.839	42.105	43.663	45.279
9	39.926	41.164	42.687	44.266
8	39.020	40.230	41.719	43.263
7	38.106	39.287	40.741	42.248
6	37.198	38.351	39.770	41.241
5	36.288	37.413	38.797	40.232
4	35.374	36.471	37.820	39.219
3	34.463	35.531	36.846	38.209
2	33.556	34.596	35.876	37.203
1	32.645	33.657	34.902	36.193

Retroactive to May 1, 2022. All active employees and employees on short-term disability as of date of ratification or employees returning from long-term disability within the lifetime of the agreement are eligible for retroactive wage adjustments. Also included are any employees who retired on or after May 1, 2022. Employees who quit or terminated (other than retirees as per above) are not eligible as of the date of ratification. Temporary employees who are active as of date of ratification are eligible as well.

EXHIBIT 1 – FOOTNOTES

- (1) An Underground premium as specified in Article 8.05 will be added to the base rates as appropriate.
- (2) Job Classifications and Assignments are specified in the following exhibits, and pay for the applicable Job Class will be as indicated.
- (3) Licensed Journeyperson those Journeypersons holding valid Saskatchewan Licenses and/or Certificates of Journeyperson Status in and working in the following assignments:

1st or 2nd Class Power Engineer

Electrician

High Pressure Welder (all positions)

Industrial Mechanic

Machinist

Gas Fitter

Auto Mechanic

Heavy Duty Mechanic

Welder

Pipe Fitter

Carpenter

Instrumentation

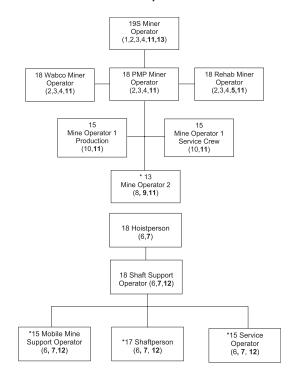
Painter/Decorator

Plumber

(An employee claiming the Licensed Journeyperson rate will be required to present their License and/or Certificate of Journeyperson Status for verification of their entitlement to the rate. The effective date of the rate will be the effective date of the Agreement or the day the actual license or certificate is presented if after that date.)

(4) Licensed Journeyperson High Pressure Welders will receive a premium of one dollar (\$1.00) per hour, for each hour they actually perform high pressure welding duties.

EXHIBIT 2 – LINES OF PROGRESSION (MINE OPERATING DEPARTMENT)



^{*}Bid level assignment

The numbers in brackets () indicate reference to the footnotes.

EXHIBIT 2 – FOOTNOTES

- (1) Following fifteen hundred (1500) hours of satisfactory performance and when able to operate all three (3) classifications of Miners, the employee will receive the rate for Job Class 19S, subject to the provisions of Article 10.23.
- (2) An Operator will be trained and will progress through the Miner Operator classification working towards the fifteen hundred (1500) hours of satisfactory performance. The required number of hours for the first classification of miner to be qualified on will be seven hundred and fifty (750) hours on a PM&P Miner. The second classification will be reduced to five hundred (500) hours on a Wabco Miner and then for the third classification the last two hundred and fifty (250) hours of training will be the operation of Rehab Miners or a combination there of.
- (3) The employee will receive a rate increase from Job Class 18 to 19 when completed training on one classification of miner, and a second increase to Job Class 20 when completed training on a second classification of miner. Progression to 19S once fifteen hundred (1500) hours is reached.
- (4) Mine Operators receiving Job Class 19S as of December 8, 2016, shall maintain the 19S job class so long as they remain a Miner Operator. The expectations are that all Miner Operators are trained and are capable operating all three (3) classifications of miners.
- (5) On Draft Day, one Rehab Miner Operator position per crew will be available on the draft. On the basis of seniority, who was classified as a Miner Operator prior to December 8, 2016, may elect to only operate and be trained on a rehab miner without penalty.
- (6) The Mobile Mine Support Operator, Service Operator and

Shaftperson are bid level and are in the Hoistperson Line of Progression. Permanent Hoistperson and Shaft Support Operator vacancies which cannot be filled from the line of progression will be posted for plant wide bidding as per Article 10.

- (7) Shaftperson and Mobile Mine Support Operator and Service Operator will be trained in the Hoist Person Classification following the principles of Article 10.04. Shaft Support Operator must be trained for and hold a Valid Hoist Certificates, with the expectation to fill in short term requirements.
- (8) If a Mine Operator II in Production is hired due to an unfilled job posting, the employee will be paid at JC 6 for first two hundred forty (240) hours worked from the date of hiring due to training requirements.
- (9) Operation of the Scooptram, Road A Tiller, Grader, and Water Truck is common to the Mine Operator II classification.
- (10) Mine Operator I's who perform blasting, will be upgraded to Job Class 16 for the time actually spent in blasting operations subject to the provisions of Article 8.28.
- (11) Mine Operations group may be asked to perform rope checks on weekends and on Public Holidays at #1 & #2 shafts
- (12) The primary responsibility of the Shaftperson / Shaft Support Operators will be the maintenance of both shafts for the mine, with the lowering of cageables and slung equipment being secondary. The Service Operator and Mobile Mine Support Operator's will serve as a backup for the Shaftperson / Shaft Support Operators for these duties

(13) Any 19S Operator that was in the Miner Operator position as of December 8, 2016 and was displaced or did not secure a position on Draft Day will resume his previous rate of pay upon returning to the Miner Operator position.

EXHIBIT 3 – LINES OF PROGRESSION (MINE MAINTENANCE)

*20T <u>Licensed Journeyperson</u>

*Bid level assignment

EXHIBIT 3 – FOOTNOTES

(1) A Journeyperson assigned to their trade and who possesses a valid Saskatchewan and recognized Journeyperson License will receive the rate for the Licensed Journeyperson Classification as below:

Recognized Journeyperson Licenses in the Department are:

Electrician Heavy Duty Mechanic Industrial Mechanic High Pressure Welder (all positions) Welder

- (2) In as much as operational requirements permit, any Licensed Journeyperson Electrician that is hired for or transferred to the mine will be assigned to the Electrical Shop crew for a maximum of one (1) month and then be assigned to shift work for further familiarization and training.
- (3) A Maintenance employee who is required to miss scheduled work time in order to write the Journeyperson's examination for their trade, and who passes such examination, and obtains their Licensed Journeyperson

Status, or tickets, will be paid up to eight (8) hours at their base rate at the time of writing (test/exam), for the scheduled work time missed and will be reimbursed for applicable fees and material used.

EXHIBIT 4 - LINES OF PROGRESSION (MILL)

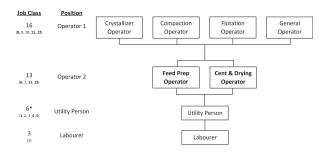


EXHIBIT 4 – FOOTNOTES

- A Labourer will normally be promoted to the Utility Person classification following five hundred (500) hours worked and satisfactory performance in the job.
- 2. Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utility Person classification and upgrade rates will not apply. Operation of the bobcat for continuous periods in excess of two (2) hours will be eligible for upgrading to Job Class (JC) 8 as per Article 8.28.
- 3. Employees assigned to the Utility Person classification will be trained in monitoring requirements for the ore belts and red and white dispatch (as specified by the Operations Department). Utility Persons trained and competent to perform these monitoring duties will

receive JC 7.

- 4. Employees assigned to the Utility Person classification will be trained in operating areas in order to provide necessary filling of Operator vacancies as may be required from time to time due to vacation, illness or other short-term absences, such employees will receive Job Class 8 once they are trained and able to replace a Mill Operator for short-term absences provided they remain competent to operate the area.
- 5. Employees assigned to the Utility Person classification will be trained in Carloader duties in order to provide necessary filling of Carloader vacancies as may be required from time to time due to vacation, illness or other short-term absences. Such employees will receive JC 10 once they are trained and able to replace a Carloader for short-term absences provided they remain competent in the Carloader role.
- **6.** Those in an Operator 2 position who have previously qualified at a rate of JC 16 or higher will be grandfathered into this maximum JC 16 rate.
- 7. Upon promotion to an Operator 2 from a Utility Person position, the Operator 2 will receive JC 13. Within the first two hundred and forty (240) hours worked in the Operator 2 position, the Operator 2 will have the opportunity to demonstrate ownership of the role. Ownership competency will be determined by the Company and will include such items as problemsolving, start-up and shut-down efficiencies and maintenance of cleanup area. Upon verification of ownership competency, the Operator 2 will receive an increase to either JC 14, or JC 15 in accordance with this footnote. For each Operator 2 area the employee has had fifteen hundred (1500) working hours and had

- their skills verified as per footnote #12, the employee will receive an increase to a higher Job Class (JC).
- 8. Upon promotion to an Operator 1 from an Operator 2 position, the Operator 1 will receive JC 16. Within the first two hundred and forty (240) hours worked in the Operator 1 position, the Operator 1 will have the opportunity to demonstrate ownership of the role. Ownership competency will be determined by the Company and will include such items as problem-solving, start-up and shut-down efficiencies and maintenance of cleanup area. Upon verification of ownership competency, the Operator 1 will receive an increase to either JC 17, 18, or 19 in accordance with this footnote. For each **Operator 1** area the employee has had fifteen hundred (1500) working hours and had their skills verified as per footnote #12, the employee will receive an increase to a higher Job Class (JC). (For example, an Operator 1 who has had their ownership competency verified and has previously worked fifteen hundred (1500) hours in Flotation and fifteen hundred (1500) hours in Compaction will receive JC 18. A qualified Operator 1 with fifteen hundred (1500) hours in all Operator 1 areas will receive JC 19 upon verification of ownership competency).
- 9. JC 19S will be attainable for an Operator 1 who is qualified in all three (3) Operator 1 positions and trained and competent to operate both Operator 2 positions.
- 10. The General Operator 1 operating duties will be specified by the department. The General Operator 1 will be expected to be able to competently operate all five (5) operating areas within the mill to be able to fulfill their operating duties. Two hundred and forty (240) hours for each operating area will be provided

for training to enable the General Operator 1 to demonstrate competency in each area as referenced in Footnote #9.

- 11. "Qualified" in the Mill will mean the Operator has operated an area without training assistance for a minimum of one thousand (1000) hours and their skills have been verified by the Company. Operators will be expected to remain current in all areas previously qualified in.
- 12. Verification of skills will involve standardized checklists during the qualification time with monthly feedback in writing. Verification of skills may include written, verbal or practical demonstration. Employees may choose to verify skills in a verbal or practical method in place of a written response. The goal will be to qualify at the minimum one thousand (1000) hours operating time. Operator 2's will also receive regular feedback after each one hundred and sixty (160) hours.

EXHIBIT 5 – LINES OF PROGRESSION (PLANT MAINTENANCE)

Job Class		Job Class	
*20T	Licensed Journeyperson		
	(1, 2, 4, 5, 11)	16	Equipment Operator I (10)
		11	Equipment Operator II (9)
		8	Equipment Operator III (8)
		8	*Utility Person (6, 7)
		3	Labourer (6)

^{*}Bid level assignment

The numbers in brackets () indicate reference to the footnotes

EXHIBIT 5 – FOOTNOTES

- (1) A Journeyperson assigned to their trade and who possesses a valid Saskatchewan and recognized Journeyperson License will receive the rate for the Licensed Journeyperson Classification, as below:
- (2) Recognized Journeyperson Licenses in the Department are:

Electrician

Heavy Duty Mechanic

Industrial Mechanic

High Pressure Welder (all positions)

Auto Mechanic

Machinist

Gas Fitter

1st or 2nd Class Power Engineer

Welder

Pipe Fitter

Carpenter

Instrumentation

Painter/Decorator

Plumber

(3) Shift Engineers:

Shift Engineer I – must hold a valid Saskatchewan 1st or 2nd Class Power Engineer

Shift Engineer II – must hold a valid Saskatchewan 3rd **Class Power Engineer** with a 2nd Class Permit from the Department of Labour.

(4) A Maintenance employee who is required to miss scheduled work time in order to write the Journeyperson's examination for their trade, and who passes such examination and obtains their Licensed Journeyperson Status, or tickets, will be paid up to eight hours pay at their base rate at the time of writing (text/exam) for the scheduled work time missed and

- will be reimbursed for applicable fees and material used.
- (5) A Labourer progresses to the Utility Person Classification following five hundred (500) hours worked and satisfactory performance on the job.
- (6) Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utility Person Classification and upgrade rates will not apply unless the employee is assigned to fill a vacancy created by the absence of an Equipment Operator III. Operation of the bobcat for continuous periods in excess of two (2) hours will be eligible for upgrading to Job Class 8, as per Article 8.28. A Utility Person who is qualified to efficiently operate a hoisting vehicle (mobile cranes only) will receive a new Job Class 10 and will be subject to Article 8.28 for continuous periods in excess of two (2) hours.
- (7) An Equipment Operator III must be qualified to efficiently operate bobcats, forklifts, trucks, tractors, telehandlers and other minor equipment on Surface and be regularly assigned to this equipment for continuous daily periods in excess of two (2) hours. An Equipment Operator III who is qualified to efficiently operate a major unit of equipment in a higher job classification will be eligible for upgrade as per Article 8.28 when they operate such equipment.
- (8) An Equipment Operator II must be qualified to efficiently operate all mobile equipment used on Surface except crawlers, mobile cranes and graders and be regularly assigned to this equipment. An Equipment Operator II who is fully qualified to efficiently operate a major unit of equipment in a higher job classification will be eligible for upgrade as per Article 8.28 when they operate such equipment.
- (9) An Equipment Operator I must be qualified to efficiently operate all mobile equipment used on Surface and be regularly assigned to this equipment.

EXHIBIT 6 – LINES OF PROGRESSION (LOADOUT)

Scaleroom Operato
Loadout Operator
*Car Loader
Utility Person (2)
l Labourer (1)

^{*}Bid level assignment

The numbers in brackets () indicate reference to the footnotes.

FOOTNOTES

- Labourer progresses to Utility Person following five hundred (500) hours worked and satisfactory performance.
- (2) Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utility Person Classification, and upgrade rates will not apply. Operation of the bobcat for continuous periods in excess of two (2) hours will be eligible for upgrading to Job Class 8 as per Article 8.28.

EXHIBIT 7 – WAREHOUSE AND LABORATORY LINES OF PROGRESSION

7 a) WAREHOUSE

Mine Warehouse Person (Job Class 16)	Warehouse Person (Job Class 16)
Mine Warehouse Attendant (Job Class 11)*(1)	Warehouse Attendant (Job Class 11)*(1)
Labourer (Joh	Class 3)

^{*} Bid level assignment

The numbers in brackets () indicate reference to the footnotes.

FOOTNOTES

(1) Subject to the provisions of article 10.08, entry to the Mine Warehouse Person and Warehouse Person positions will be at Job Class 11. Following satisfactory performance and two hundred and forty (240) hours worked at the rate of Job Class 11, the employee will advance to the full rate of the job.

7 b) LABORATORY

Job Class	
17	Analyst I / Metallurgical Technician
16	Reagent Operator
15	 *Analyst II (1,2)
3	Labourer
4 D · 11	1 .

^{*} Bid level assignment

The numbers in brackets () indicate reference to the footnotes.

FOOTNOTES

- An Analyst II or Reagent Operator or Analyst I or Metallurgical Technician must have successfully completed Grade 12 Chemistry and Mathematics. A Grade 12 "GED" will meet the Mathematics requirement.
- 2) A successful bidder to Analyst II who is from outside the Line of Progression will train at the rate for Job Class 13 for a period of two hundred and forty (240) hours, subject to the provisions of Articles 10.08 and 10.23.

EXHIBIT 8 – APPRENTICESHIP PROGRAM

1. The Company and the Union are committed to an Apprenticeship program. Apprenticeship vacancies as determined by the Company shall be filled in accordance with the job posting provisions of Article 10 of this Collective Agreement, subject to the qualification requirements as determined by the Apprenticeship Branch and upon the bidder demonstrating the potential to successfully complete the program through a prescribed aptitude test. In the event a vacancy for a tradesperson is created, the Company will consider replacing the vacancy with an Apprenticeship vacancy.

An eligible employee can only enter one (1) apprenticeship during their employment with the Company, unless the original apprenticeship was cancelled or a minimum of four (4) years has passed since the employee was removed from an Apprenticeship for any reason and the employee provides satisfactory proof to the Company to demonstrate the employee has taken the necessary steps to warrant further eligibility. Journeypersons will not be allowed to enter the Apprenticeship Program nor will any other employee employed as a Tradesperson.

2. Apprenticeship vacancies as determined by the Company

shall be filled in accordance with the job posting provisions of Article 10 of the Agreement and posted as first year apprenticeships. This exhibit outlines the basis and procedures for evaluating candidates for Apprenticeships. Senior bidders for Apprenticeship vacancies will be evaluated utilizing an aptitude test battery to assess their potential for successful completion of an Apprenticeship Program.

- 3. The evaluations will be performed by Saskatchewan Polytechnic or other education consulting service agreed upon by the Company and Union.
- 4. All employees who take part in the evaluation must sign a release allowing the institution conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required to successfully complete the Apprenticeship program. This information will only be required at the time an employee is the senior bidder on the apprenticeship posting.
- 5. All employees who participate in this process will be given a breakdown of their evaluation in a confidential follow-up interview conducted by those responsible for the evaluation.
- 6. An employee deemed not to have the potential for the Apprenticeship Program will be advised what he/she can do in order to meet the required criteria. Subsequent testing will not be considered unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the steps, as identified by the Educational Consultant, to warrant a re-evaluation.
- 7. The Company plans to offer the Education Consulting Service evaluation on site in advance to senior employees. The Company will endeavor to offer these evaluations on an

employee's day shift and they will not lose any paid time. If a qualified bidder is senior on a posted apprenticeship bid, and has not yet been evaluated, the Company will schedule that employee an opportunity to be tested on their own time as soon as possible.

- 8. The Company will be responsible for the cost of the Education Consulting Service. Other costs, such as time (outside the scheduled on site testing) and travel costs, will be the responsibility of the employee.
- 9. Employees who are indentured will be given leaves of absence in order to attend formal training in accordance with the number and types of courses offered and the ability of the Company to meet its normal requirements of operation.
- 10. Employees who are indentured will enter the program at a level based on their qualifications as determined by the Apprenticeship Branch, Saskatchewan Department of Labour.
- 11. (a) Subject to (d) and (e) below apprenticed employees, while taking the off site Apprenticeship Training Program will be paid the equivalent of their regular salaries (basic straight time rate with no premium pay) less any training allowance monies received from Government sources.
 - (b) Any Government "living away from home" allowance received by the apprentice while on a training course will not be deducted in any calculation made by the Company in order to determine the basis of Company monetary assistance during Apprenticeship training.
 - (c) While taking the above training, the employee will be paid return mileage for one (1) complete trip per week with rates as set out in the Corporate Policy less any

mileage monies received from Government sources.

- (d) If the employee fails to pass any level of training on the first attempt, they will only be paid regular salary (as described in (a) above) for repeating one level. They will be eligible for mileage allowance as in (c) above and the cost of benefit coverage (as outlined in Exhibit 9) will be paid by the Company while the employee is on an approved leave of absence for such training.
- (e) Employees who are required to take formal training after the second attempt at the Journeyperson's exam will receive the regular salary and mileage allowance described in (a) and (c) above if the training requires them to be absent from work.
- **12.** (a) Apprenticeship wages will be as shown in Exhibit 1 and below.

Apprenticeship Pay Rates: Indentured Apprentices in a four (4) year program will be paid as follows:

First Year	J.C. 14
Second Year	J.C. 16
Third Year	J.C. 17
Fourth Year	J.C. 18
Post-Fourth Year,	
Without Journeyperson	J.C. 20
Journeyperson	J.C. 20T

The level of apprenticeship will be identified as recognized by the Apprenticeship and Trade Certification Branch.

- (b) An apprentice will only move to the next pay rate after having successfully completed the course as prescribed by the Saskatchewan Apprenticeship Branch, or after having completed the required months of experience.
- (c) Any Company wage allowance paid to an apprentice

- who is away on a training course will be paid on the normal pay dates of the Company.
- (d) The Company shall pay tuition and book expenses receipts must be submitted for reimbursement.
- 13. In the event an Apprentice, while on a course, is excused from attendance, as shown on their course report, and received their full wage allowance from the Government program, they may also receive their full allowance from the Company as per Article 5.15, 5.18, 5.19, 5.20, 5.21 and 5.22. If the Apprentice is not excused from attendance, they shall receive no wage allowance.
- 14. An apprentice will be removed from the Apprenticeship Program and their Apprenticeship contract cancelled for any of the following reasons:
 - (a) Just cause.
 - (b) If an apprentice fails to take the training course when they are scheduled to take same, provided that their failure to take such course is not due to a cause beyond their control or the Company has agreed to a change in scheduled training.
 - (c) If an apprentice fails a training course at any one (1) level on more than one (1) occasion.
 - (d) If an apprentice fails the Journeyperson's exam on the third attempt.

In the event an employee is removed from their apprenticeship, they shall be returned to their previous classification and assignment if it still exists, or to an alternate classification and assignment in their previous department consistent with their general seniority and qualifications. If the employee's previous department no longer exists, they shall be returned to a job in another department based on their general seniority and qualifications.

- An Apprentice may not bid for other positions while being indentured.
- 16. An Apprentice who voluntarily removes themself from the Apprenticeship shall not be allowed to bid on future vacancies for a period of six (6) calendar months from the day they removed themself.
- 17. When permanent employees are awarded vacancies in maintenance progression, including apprenticeship, their base rate will be adjusted as per Footnote 12 above.
- 18. The provisions of the Apprenticeship Program will also apply to a Licensed Journeyperson who takes additional training to maintain or upgrade their Licensed Journeyperson Status providing such training is approved by the Company.

EXHIBIT 9 – SUMMARY OF CORY HOURLY BENEFIT PLANS

The following is a brief summary of the benefit plans. The official policy for each plan states the exact terms and conditions of the plan and will be the governing factor whenever a question arises. The Union shall be notified of any changes or revisions to the plan texts.

The insurance and group benefit plan texts shall not be changed or modified to reduce benefit coverage in any way during the life of this agreement except by negotiation and mutual agreement of both parties. It is understood that the Company may change benefit carriers so long as the level of benefits is not reduced.

GROUP LIFE INSURANCE

Eligibility

 coverage will be effective from the first day of employment for permanent full-time, temporary and summer student hourly employees.

Benefit

- two times (2x) annual base earnings payable in the event of death
- Dependent Life Insurance as follows:

Spouse: \$10,000.00

Eligible Dependent: \$7,000.00

Cost

the entire cost of this benefit is paid for by the Company.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Eligibility

 coverage will be effective from the first day of employment for permanent full-time, temporary, and summer student hourly employees.

Benefit

 two times (2x) annual base salary (or portion thereof); coverage on a 24 hour basis.

Cost

the entire cost of this benefit is paid for by the Company.

PERSONAL DISABILITY PLANS

The following plans cover non-occupational sickness and accident disabilities:

A. Paid Disability Leave of Absence

Employees are paid their normal base wage for up to the number of regularly scheduled hours in that day as per their weekly work schedule whether it be eight, ten or twelve (8, 10 or 12) hours for personal disability on the following basis:

Benefit - Full Years of Continuous

Service in the Calendar Year	Paid Hours in that Calendar Yea
Less than 1 year	2 hrs for each complete month remaining
1 year	24
2 years	32
3 years	40
4 years	48
5 years	56
6 or more years64	

- these hours are for routine disability and also cover time spent for routine examinations (medical, dental, eye). They may also be used in the case of serious illness of spouse or dependent child.
- a medical certificate or verification may be requested before payment is made.
- unused hours will be accumulated from year to year and must be used to cover the waiting period prior to commencement of Short Term Disability Insurance. (Employees may also use any additional hours accumulated prior to claiming S.T.D. benefits.)

Cost

the entire cost of this benefit is paid for by the Company.

B. Short Term Disability

Eligibility

 all full-time permanent and temporary hourly employees on the first day of active employment.

Benefit

 seventy percent (70%) of normal weekly earnings. (Normal weekly earnings equals base hourly rate times the normal

- hours in the employee's work week.)
- is fixed at the level of benefits the employee was eligible for at the time of disability.
- medical verification will be required in order to receive this benefit.
- NOTE: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the insurance company which adjudicates the disability claim.

Commences

 After twenty four (24) hours of consecutive scheduled work time of disability or later, if the employee chooses to use more accumulated sick days, and continues for a maximum duration of seventeen (17) weeks of disability.

Cost

the entire cost of this benefit is paid for by the Company.

C. Long Term Disability

Refer to Letter of Agreement #1

Eligibility

- all full-time hourly employees on the first day of active employment.
- seventy percent (70%) of normal base monthly earnings (base hourly rate times normal hours worked per month).
- this benefit is offset by any other disability plan you may be entitled to (with the exception of personal, private plans, if any).
- increased amounts only applicable to disabilities commencing after the effective date of the increase.
- NOTE: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the

insurance company which adjudicates the disability claim.

Commences

- after seventeen (17) weeks of disability and continues until recovery, death or age sixty five (65), whichever occurs first.
- after an employee receives Long Term Disability benefits for twenty four (24) months, their medical status will be reviewed and benefit payments can only be continued if the employee is unable to do any work for which they are reasonably qualified by education, experience and/or training.

Cost

- the entire cost of this benefit is paid for by the Company.

MEDICAL CARE

Eligibility

- all full-time permanent and temporary hourly employees and eligible dependents are covered from the first day of active employment of the employee. Common-law status will be recognized from the time the Company has been advised in writing.
- Canada Life
- eligible medical costs as outlined in the contract between Canada Life and Nutrien will be paid at a level of benefits of eighty percent (80%) of allowable expenses.
- the Company's responsibility is to maintain the designated level of benefit coverages, as outlined in the contract between Canada Life and Nutrien as in effect on the date of ratification.

PARAMEDICAL SERVICES

Maximum benefit of five hundred dollars (\$500) per calendar year per covered person for each of the following services:

- 1. Acupuncturist
- 2. Chiropractors
- 3. Massage Therapists
- 4. Naturopaths
- 5. Osteopaths
- 6. Physiotherapists / Athletic Therapists
- 7. Podiatrists / Chiropodists
- 8. Speech Therapist

Cost

the entire cost of this benefit is paid for by the Company.

VISION CARE

Eligibility

 all full-time permanent and temporary hourly employees and eligible dependents are covered from the first day of active employment of the employee.

Benefit

- Canada Life
- Employees, their spouses, and dependent children are covered for eighty percent (80%) of the cost of any combination of eyeglass frames and lenses, contact lenses, and laser eye surgery, per participant during any twenty four (24) consecutive months (twelve (12) consecutive months for persons under eighteen (18) years of age). The following items are excluded from coverage: sunglasses, safety glasses, and any form of eyeglasses purchased for cosmetic purposes.
- The maximums for the above services are combined

for a total of three hundred fifty dollars (\$350) effective date of ratification. Eye exams to be covered up to one hundred dollars (\$100) per participant every twelve (12) months.

Cost

the entire cost of this benefit is paid for by the Company.

DENTAL CARE

Eligibility

 all full-time permanent and temporary hourly employees and eligible dependents are covered from the first day of active employment of the employee.

Treatment Plan

- before starting any course of treatment in excess of two hundred dollars (\$200.00) it is strongly recommended you have your dentist prepare a "treatment plan", a written report describing their recommendation as to the necessary cost and treatment.
- by following this procedure you will know in advance the expenses covered by this plan and the expenses for which you will be responsible.

Benefit

- the plan pays one hundred percent (100%) of preventative dental expenses which include:
 - oral examination, including scaling and cleaning of teeth, once every six (6) months
 - topical application of sodium and stannous fluoride
 - dental x-rays
- the plan pays eighty percent (80%) of basic dental expenses which include:

- extractions and fillings
- oral surgery
- anesthetics, in connection with covered dental services
- periodontal treatment (treatment of the gums)
- endodontic treatment (root canals)
- space maintainers
- injections of antibiotic drugs by the dentist
- crowns (initial placement and repair and recementing)
- repair, recementing or relining of dentures
- initial installation of partial or full removable dentures to replace one or more natural teeth extracted while the family member is covered, and adjustments to such dentures (separate charges for adjustments will only be included if they are incurred more than three months after the initial installation)
- replacement of an existing partial or full removable denture by a new denture, or the addition of teeth to an existing partial removable denture to replace extracted natural teeth, but only if:
 - (a) the replacement or addition of teeth is required to replace one (1) or more additional natural teeth extracted after the existing denture was installed and while the family member is covered; or
 - (b) the existing denture was installed at least five (5) years prior to its replacement and the existing denture could not be made serviceable; or
 - (c) the existing denture is an immediate temporary denture replacing one (1) or more natural teeth extracted while the family member is covered and

replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.

- the plan pays fifty percent (50%) of the restorative dental expenses which include:
 - gold fillings and initial installation of fixed bridgework to replace one or more natural teeth extracted while the family member is covered;
 - repair or re-cementing of bridgework;
 - orthodontia, including correction of malocclusion;
 - dental implants;
 - replacement of existing fixed bridgework by new bridgework or the addition of teeth to existing bridgework to replace extracted natural teeth, but only if:
 - (a) the replacement or addition of teeth is required to replace one (1) or more additional natural teeth extracted after the existing bridgework was installed, and while the family member is covered; or
 - (b) the existing bridgework was installed at least five (5) years prior to its replacement and that the existing cannot be made serviceable.
- NOTE: The maximum benefit paid in any one calendar year for the employee or any one (1) of their covered dependents, is seventeen hundred dollars (\$1700).

RETIREMENT PLAN

Eligibility

all hourly employees.

Benefit

- increase pension to eighty two dollars and twenty five cents (\$82.25) per month per year of service effective May 1, 2022.
- increase pension to eighty four dollars and fifty five cents (\$84.55) per month per year of service effective May 1, 2023.
- increase pension to eighty six dollars and seventy five cents (\$86.75) per month per year of service effective May 1, 2024.
- Anyone retiring between May 1, 2022 and April 30, 2025 will have their pension based on eighty six dollars and seventy five cents (\$86.75) per month per year of pensionable service.
- an employee may retire any time after reaching age fifty five (55) if they have completed at least ten (10) years of continuous service. By so doing, the retirement benefit is reduced by half of one percent (½ of 1%) for each month that retirement precedes their normal retirement date.
- full vesting after two (2) years of continuous service or when age plus service equals forty five (45) (with the minimum of one (1) year of continuous service or membership in the plan) whichever occurs first.
- an employee may retire without any reduction in their retirement benefit when they have completed at least thirty (30) years of continuous service and is at least sixty (60) years of age.

- an employee who is at least fifty five (55) years of age or older and whose age plus service equal seventy five (75) or who is less than fifty five (55) years of age and whose age plus service equal eighty (80) may retire with an unreduced retirement benefit if laid off because of lack of work.
- if an employee dies before retirement (while still employed by the Company), the spousal benefit will be a deferred or immediate pension equal in value to the Commuted Value of the retirement benefit, deferred to age sixty five (65), accrued by the member to the date of their death.
- if an employee dies before retirement (while still employed by the Company), but after becoming eligible for unreduced early retirement, the spousal benefit will be an immediate pension equal to one hundred percent (100%) of the pension that would have been payable to the member, had they retired on the day of their death and elected a joint and survivor one hundred percent (100%) pension, if this benefit is greater than the survivor benefit outlined above.

NOTE: The Company shall fund and administer the Plan and shall make reports to the Union when requested.

Cost

the entire cost of this benefit is paid for by the Company.

SAVINGS PLAN

Eligibility

all permanent hourly employees

Benefit

- two and one third percent (2.3%) of base hourly wage of the employee's regular classification.
- plan credited at the end of each pay period of active employment including short-term disability, vacation, and

union leave.

- contributions will be continued for a period not to exceed twelve (12) consecutive months for an employee receiving WCB benefits as long as the employee maintains payment of their LTD premiums.
- investment options are outlined in the plan document.
- the plan provides for additional voluntary contributions.

GENERAL

- Any misuse or abuse of the foregoing benefits may result in the termination of employment.
- (2) The Company will continue to pay the full cost of premiums on the foregoing plans when an employee is receiving Short- Term Disability benefits and the premiums will be paid on the following basis when the employee is:
 - On approved leave of absence (other than disability leave of absence). The Company pays the entire premiums for thirty (30) days from the date the leave commenced, and the employee pays the entire premiums for the duration of their leave (maximum of eleven (11) months). By mutual agreement, between the Company and the employee, benefits (excluding pension) may be extended beyond one (1) year.
 - Sick days are "frozen" as of the date the leave commences, and the entitlement for the year will be prorated based on months of actual service during such year.
 - Pensionable service is accumulated (up to a one (1) year maximum) while on Union Office Leave of Absence.
 - Receiving Long Term Disability benefits: The Long Term and Group Life premiums are waived and the

- coverage will remain at the level which was in effect on the date the employee last worked. The employee may pay the cost of premiums for all other benefits.
- On Maternity Leave: The employee may pay the cost of all benefit premiums.
- (3) All benefits cease at the end of the month in which the employee's employment with the Company terminates (voluntary termination or discharge).
- (4) In the case of layoff, Medical, Dental, Vision, Life Insurance and Savings Plan contributions, will continue for four (4) months from the date that the employee was laid off.
- (5) An employee who is leaving the Company's employ may convert their Group Life and/or Long Term Disability Insurance to their personal policy by directly contacting a representative or the insurance company within thirty one (31) days of their termination, and may convert their Accidental Death and Dismemberment Insurance to their personal policy by directly contacting a representative of the insurance company within ninety (90) days of their termination.

Optional Insurance:

Employees may apply for either the optional group term life insurance and/or the voluntary accidental death and dismemberment insurance which is currently available. The effective date of such coverage will be as per the conditions specified in each of the plans. Premiums are paid by the employee through payroll deduction. In case of layoff or other absence without pay premiums must be prepaid to maintain coverage.

EXHIBIT 10 - MISCELLANEOUS

- (1) Subject to Article 6.10, for Christmas, Boxing and New Year's Day, the Company will poll the employees involved to determine the numbers that are willing to work. Where practical, other employees will be utilized and crews reduced in order to accommodate those who do not wish to work on those days.
- Recognizing that absentee problems could cause **(2)** cancellation of the ten (10) hour or twelve (12) hour compressed workweek schedules, the Union and employees agree to establish a voluntary callboard system for replacing absent employees should the situation warrant such action. Employees will indicate whether they are available to be on call during their days off by listing their names and phone numbers on the callboard. An employee who indicates that they are available for call-outs and who fails to report for such call-out work will be considered to be on an unexcused absence. It is also agreed that should the callboard system prove to be unsuccessful in that no employees are available for call outs the affected compressed workweek schedule will be cancelled given seven (7) days' notice from the Company.
- (3) As far as is reasonably practicable, employees scheduled on the ten (10) hour and twelve (12) hour work schedules will schedule medical, dental and business appointments to coincide with their regular days off. This will also apply to medicals required by the Company.
- (4) It is also agreed and understood that excessive overtime costs incurred by the Company will be just cause for cancellation of the compressed work week schedules.
- (5) It is further agreed that the ten (10) hour and twelve (12) hour day compressed workweek schedules should provide benefits for the Company and the employees. At the same

- time it also recognized that the ten (10) hour day or twelve (12) hour day should not increase costs or be used by employees to gain financially.
- (6) It is also agreed that the various modifications to relevant articles within this collective agreement for the purpose of accommodating the ten (10) hour or twelve (12) hour day compressed work week schedules are subject to modification or amendment should the parties recognize that some of the changes are not desirable and should be modified or dropped and that other clauses may require modification.
- (7) The Company, Employees and the Union agree to cooperate fully in the successful implementation and operation of the compressed workweek schedules. However, the parties also agree that either the Company or the Union may terminate the compressed work week schedules within seven (7) days' notice if it is believed to be unsatisfactory to either party.
- (8) The parties further understand that the Company reserves the right to schedule all of its employees on an eight (8) hour day schedule whenever it is deemed that an emergency exists.
- (9) For employees on twelve (12) hour shifts, the traditional lunch and/or coffee breaks will be substituted and three (3) breaks of twenty (20) minutes each will be permitted at approximately three (3) hour intervals. These may be deferred or rescheduled in order to comply with emergency or urgent operational needs.

UNITED STEELWORKERS	;
LOCAL 7458	

DARRYL DZIAĐYK

PRESIDENT, LOCAL 7458

JARED FORSYTH MINE MAINTENANCE REPRESENTATIVE

GORD HIEBERT

SURFACE MAINTENANCE REPRESNITATIVE

KALE LYONS

MINE PRODUCTION REPRESENTATIVE

JEFF BURROWS

SURFACE PRODUCTION REPRESENTATIVE

SHAUN BANMAN

GRIEVANCE COMMITTEE CHAIR

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

Kairta Britton

KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

CHAD LITZENBERGER GENERAL SUPERINTENDENT, MINE

MIKE KLEITER
SUPERINTENDENT-MINE OPERATIONS

TIM BARNSTABLE

SUPERINTENDENT, MILL OPERATIONS

TRAVIS PENNER SUPERINTENDENT, MILL MAINTENANC

NEIL KODMAN

SR. ADVISOR, HUMAN RESOURCES

ALANA SEDWICK
SR. MANAGER, PLANT FINANCE

GAVIN RANS

DIRECTOR LABOUR RELATIONS

LOU#	NAME	PAGE
1	BENEFITS – LONG TERM DISABILITY	118
2	DISABILITY MANAGEMENT PROGRAM	121
3	COOPERATIVE WAGE STUDY REVIEW	123
4	LAYOFF NOTICE	124
5	EMPLOYMENT INSURANCE REBATE	126
6	STEELWORKERS ORGANIZATION OF ACTIVE RETIREES (S.O.A.R.)	127
7	UTILIZING EMPLOYEES FOR VACATION/MAINTENANCE SHUTDOWN	128
8	SUPERVISORS WORKING	129
9	CONTRACTING OUT COMMITTEE	131
10	CO-GEN OPERATOR MARKET ADJUSTMENT	132
11	VARYING START TIMES	134
12	STD SALARY CONTINUANCE	136
13	UNION LEAVE	137
14	NEGOTIATING COMMITTEE	138
15	OVERTIME BANKING	140
16	JOB SHARING	142
17	OPTIONAL EMPLOYEE MEDICALS	143
18	FILLING OF PERMANENT VACANCIES AFTER PERMANENT DOWNSIZING	144
19	RECOGNITION OF PRIOR SERVICE FOR NEW HIRES	146

20	SENIOR EMPLOYEE ELECTING LAYOFF	148
21	SCHEDULE CHANGE FOR SHORT PERIODS (LESS THAN 1 WEEK)	150
22	MATERNITY LEAVE TOP-UP	153
23	MILITARY LEAVE	156
24	NOTICE OF RETIREMENT – PENSION DELAY	160
25	TEMPORARY SUPERVISOR	162
26	MILL OPERATIONS DAY CREW GERWING AND ABRAMOFF	165

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: BENEFITS - LONG TERM DISABILITY

The parties hereby agree to a Long Term Disability Plan, which will provide a total benefit payable of 55% of the employee's base wage at the date of disability to take effect on expiration of the STD plan. The program will be comprised of two plans:

Plan A

An employee paid plan at a benefit level of 38.5% of base wages. This plan will be fully funded by the employee and as such, any benefits received will not be subject to Income Tax deductions. Premiums will be deducted on a biweekly basis. The employee is responsible for the continuation of payment of LTD premiums while absent from work for any reason except while receiving benefits from the plan.

Plan R

An employer paid plan at a benefit level of 16.5% of base wages. This plan will be fully funded by the Company and as such, any benefits received will be subject to Income Tax deductions.

Any CPP or other applicable offsets will be proportionately applied to both Plans as outlined in the 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 Local union representatives. The Company also agrees that they 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.

It is further agreed that the Company will not pursue any additional cost sharing of other benefit plans including medical, dental, life insurance and vision care programs.

This letter supersedes the LTD plan described in the Benefit Summary of the Collective Agreement for the life of this agreement.

The Company further agrees it will consult with the Union prior to any changes in the LTD premiums of the employee paid plan.

LTD Benefit Subsidy - Plan A

- Due to the high cost of the non-taxable (employee paid) LTD premium, Nutrien will provide an LTD Benefit Subsidy to offset the cost for employees.
- 2. The LTD Benefit Subsidy shall be such that an employee's actual non-taxable premium shall not exceed the following percentages of base wages.

Actual Plan A LTD Premium	Plan A LTD Premium Cap
Up to 3.25%	2.0%
Greater than 3.25%	3.0%

- The subsidy will be paid to employees upon the first pay period following implementation of the revised plan and will be offered until this agreement is cancelled.
- 4. Each year in Q4, Nutrien will communicate the nontaxable employee paid LTD premiums to the Union and Employees. At such time, Nutrien will also adjust

the amount of the LTD Benefit Subsidy amount to take effect the first pay period of the following calendar year.

- 5. The LTD Benefit Subsidy will be paid to employees through payroll on each pay cheque when applicable. The LTD Benefit Subsidy is a percentage of base earnings and is payable to employees so long as the employee is paying LTD premiums during the term of this Agreement.
- The LTD Benefit Subsidy amount is considered income and therefore is subject to normal statutory deductions.

This agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

Kavita Britton
KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

din

GAVIN RANS DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: DISABILITY MANAGEMENT PROGRAM

The Parties recognize the importance of working collaboratively to safely return employees who are injured / ill back to work as soon as possible.

The intent of this effort will be to establish a Steering Committee responsible for the creation of a Potash Business Unit Disability Management Program with the ultimate objective to keep injured / ill employees actively at work and to return injured / ill employees who are off work, back to work as soon as possible.

Nutrien will work with the Union on the creation of this Disability Management Program. There will be two (2) representatives from each local union to participate in a Steering Committee which will lead this effort along with Nutrien representatives from each site and Corporate.

Nutrien will be responsible for:

- Ensuring subject matter experts are allocated to the Steering Committee.
- 2. Coordinating with the Union to arrange meetings.
- Dedicating sufficient time to the creation of the program.
- 4. The final approval and implementation and

management of the program.

The USW will be responsible for:

- 1. Providing two (2) representatives from each site to participate in the Steering Committee.
- 2. Supporting the program at their respective sites by actively encouraging members to cooperate and participate in return-to-work efforts.

Once the program is established, the Steering Committee's focus will transition to the maintenance of the program through periodic reviews which will include at least one (1) annual meeting in Q4 with Nutrien's Benefits COE, benefits provider and benefits consultant for the purpose of:

- 1. Reviewing annual LTD plan performance;
- Reviewing disability management program and metrics;
- 3. Discussing strategies around prevention and
- 4. Return to work efforts.

This agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, 1-00-AL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

GAVIN RANS DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: COOPERATIVE WAGE STUDY REVIEW

During the life of the collective agreement, the parties shall meet to review the Cooperative Wage Study Classification System and explore the possibility of replacing it with another evaluation tool. Any change in systems requires the agreement of both parties. The CWS will remain in effect until such time as a replacement tool is agreed upon.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

UNITED STEELWORKERS
LOCAL 7458

DARRYL DZIADYK
PRESIDENT LOCAL 7458

DARRYL RESULT THE STEELWORKERS

DARRYL DZIADYK
PRESIDENT LOCAL 7458

DARRYL RESULT THE STEELWORKERS

DARRYL DZIADYK
PRESIDENT LOCAL 7458

DARRYL DZIADYK

FRAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

JAMAN KINGER

GAVIN RANS
DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: LAYOFF NOTICE

This Agreement supersedes the provisions of Article 11.03 of the Collective Bargaining Agreement.

Temporary Shutdown of Operations

When all or part of the operation is shut down for a period not exceeding **sixty three (63)** calendar days, written notice (or pay in lieu thereof) indicating the shutdown date and start-up date shall be given as follows to all affected employees:

- 1. If the shutdown is for a period of one (1) week one (1) weeks' 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 **sixty three (63)** days four (4) weeks' notice.

The Vacation Maintenance Shutdown which may be designated as per Article 6.05 (c) is not deemed a shutdown of operations for the purpose of this letter.

Indefinite Lay-off

In the event an employee is laid off for an indefinite period of greater than **sixty three (63)** days due to a workforce reduction or shutdown of operations for an unspecified period, written notice (or pay in lieu thereof) will be provided as follows:

- One (1) weeks' notice if their seniority is one (1) year or less:
- Two (2) weeks' notice if their seniority is one (1) year, or less than three (3) years;
- 3. Four (4) weeks' notice if their seniority is three (3) years, or less than five (5) years;
- 4. Six (6) weeks' notice if their seniority is five (5) years, or less than ten (10) years;
- Eight (8) weeks' notice if their seniority is ten (10) years or more.

The above provisions do not apply if the period of lay-off is for six (6) days or less, or if an employee is recalled for a specified, limited period of work.

It is understood and agreed that the provisions of this Agreement are better than the provisions of the law.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER^I INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

GAVIN RANS DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC.. NUTRIEN CORY POTASH

AND

UNITED STEEL. PAPER AND FORESTRY, RUBBER. MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

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 agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

NAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: STEELWORKERS ORGANIZATION OF ACTIVE RETIREES (S.O.A.R.)

The Company will contribute \$3,500 to S.O.A.R. annually, on May 1.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

W MMM (MGM DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

SR. MANAGER, HUMAN RESOURCE

GAVIN RANS DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: UTILIZING EMPLOYEES FOR VACATION/ MAINTENANCE SHUTDOWN

The Company will endeavor to utilize its own employees to perform work for which they are qualified during vacation/maintenance shutdowns.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: SUPERVISORS WORKING

This will confirm that the Company will discourage all supervisors from performing work normally done by bargaining unit employees as per Article 3.04 of the CBA. This letter is to reaffirm that under the terms of the Collective Agreement, Supervisors are not permitted to perform any work normally done by bargaining unit employees. As such, the Company will not tolerate violations of this Article. The company will review this commitment with each Supervisor and provide the Union with confirmation.

In the case where there is a complaint of a supervisor performing hourly work, the Company and the Union shall meet to discuss the issue in an effort to determine if a violation of Article 3.04 has occurred. Where it is determined that a violation has occurred, the parties will explore solutions to assist in actively discouraging a supervisor from performing work of the bargaining unit that violates Article 3.04.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK

PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

Karta Dri

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: CONTRACTING OUT COMMITTEE

Signed this 29 day of November, 2023

INTERNATIONAL REPRESENTIVE

At the Contracting Out Committee meetings as per Article 3.05, the parties will engage in meaningful discussions in an effort to reduce the reliance on contracted out work and to improve communication and develop a better understanding of ongoing operations and services being contracted out. The meeting will include discussion of the labour component of relevant major Repair and Maintenance and Capital projects planned in an effort to determine the feasibility of employees undertaking this work.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

UNITED STEELWORKERS
LOCAL 7458

POTASH CORPORATION OF SASKATCHWAN INC.,
NUTRIEN CORY POTASH

KAUTA BRITTON
SR MANAGER, HUMAN RESOURCES

131

GAVIN RANS

DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: CO-GEN OPERATOR MARKET ADJUSTMENT

The parties to the PCS/United Steelworkers Local 7458 Collective Bargaining Agreement (CBA) agree that Co-Gen Operators will receive a negotiated base rate equivalent to 20T, Licensed Journeyperson rate of pay. The parties further agree that special market considerations exist which affect the Corporation's ability to recruit and retain Co-Gen Operators (2nd Class ticketed).

In recognition of this the parties agree to a "Market Adjustment" which recognizes market demand and influences. The "Market Adjustment" will be implemented to reflect a new hourly rate of pay. The term of the agreement will correspond to the term of the current CBA.

Market Supplement

2022 \$7.48

2023 \$7.48

2024 \$7.48

It is agreed by both parties that prevailing market conditions will affect the market supplement during the next round of negotiations and this 20T Licensed Journeyperson rate of pay and the market adjustment and process falls outside of Cooperative Wage Study (CWS) process as described in Article 15 of the collective bargaining agreement.

Both parties agree that the facility will be staffed whenever possible with 2nd Class Power Engineers. Any 3rd Class Power Engineers hired to the site will be hired under the provisions of the CBA, which recognizes that 3rd Class ticketed Power Engineers will only work at the Co-Gen facility with a 2nd Class permit, to be issued under The Boiler and Pressure Vessel Act and that the hourly rate will reflect Job Class 20T contained in the CBA. 3rd Class Power Engineers working with a 2nd Class permit will remain at 20T until they obtain their full 2nd Class ticket and they will not be eligible for the "Market Adjustment" while working with a 2nd class permit.

Any new-hires hired as a 3rd Class Power Engineer and permitted to 2nd Class status, who fails to acquire their 2nd Class Power Engineer ticket as per the provisions in their offer letter of employment, will be laid off in accordance with the layoff provisions contained in the collective agreement. The union will receive a copy of the offer letter of employment if this situation occurs.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS DIRECTOR LABOUR RELATIONS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: VARYING START TIMES

For employees scheduled to work a ten (10) hour day schedule, the workday shall be divided into two (2) shifts of ten (10) hours each. Day Shift will begin at 8:00 a.m. and extend through 6:00 p.m. and the Evening Shift will begin at 4:00 p.m. and extend through 2:00 a.m. the following morning. The starting time shall not vary more than one hour and fifteen minutes (1hr 15min) and shall be limited to those involved in Underground operations. These schedules may be modified by mutual written agreement of the parties.

For employees scheduled to work a twelve (12) hour day schedule, the workday shall be divided into two (2) shifts of twelve (12) hours each. Day Shift on Surface will begin on at 7:00 a.m. and extend through 7:00 p.m., and the Night Shift will begin at 7:00 p.m. and extend through 7:00

a.m. the following morning. Where operationally feasible, employees may relieve early, however no more than fifteen (15) minutes. Day Shift for Underground will begin at 7:30 a.m. and extend through 7:30 p.m., and the Night Shift will begin at 7:30 p.m. and extend through 7:30 a.m. the following morning. The starting time shall not vary more than one hour and fifteen minutes (1hr 15 min) and shall be limited to those involved in Underground operations. These schedules may be modified by mutual written agreement of the parties.

The parties shall utilize the current practice as to the development of the work schedule, recognizing the Company's right to implement variable start times and the individual employee's right to select their rotation on the schedule based on departmental seniority when operational needs permit.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, 1-00-AL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: STD SALARY CONTINUANCE

Where an employee has applied for Short-term disability benefits in accordance with the plan, a maximum of two (2) weeks salary continuance will be paid while the claim is being adjudicated after which no further payments would be made to the employee.

In order to receive salary continuance, the employee must agree to a reasonable repayment plan.

This letter of understanding shall be ended with thirty (30) days' notice by either party.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, 1-00-AL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: UNION LEAVE

This letter is to confirm the understanding of the parties that the USW Local 7458 has six hundred and twenty four (624) paid hours per bargaining agreement year, to be used for union business. The use of such time is to be approved through the president of the local, and any time used during work hours is subject to the authorization of the company.

This agreement will expire on April 30, **2025**, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

Warin Kruger

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: NEGOTIATING COMMITTEE

For the purposes of facilitating effective bargaining the Company and the Union agree to co-operate with implementing flexible scheduling (including a day off in lieu and shift exchanges) to avoid payment of overtime for days when an employee is not scheduled to work but is needed for the purpose of collective bargaining.

Employees that attend a bargaining session on a regular scheduled day off, that is not a shift exchange, will receive eight (8) hours pay at straight time rates for that day only. Employees who shift exchange dates to facilitate bargaining will be paid for their entire scheduled shift. Overtime rates will apply for any other extra hours worked by the employee outside of collective bargaining in accordance with the collective agreement (e.g., overtime on scheduled days off).

If the Company and the Union cannot agree to a flexible schedule change the employee will be placed on eight (8) hour dayshift Monday through Friday only until the completion of the collective bargaining process or during a work stoppage.

If a work stoppage is in effect, the above payment does not apply.

Wherever the terms of this letter conflict with article 14.03, this letter will supersede that article until a new collective agreement is signed.

This agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: OVERTIME BANKING

The Company and the Union agree to allow banking of overtime subject to the following:

- 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 article 8.15 c). Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay in accordance with article 6.11.
- The combined bank for all banked overtime above shall be forty (40) hours and shall not be replenished.
- 3. Employees who have absenteeism (excluding absenteeism due to a disability or approved leave) over a **twelve (12)** month period of 7% or greater shall not be eligible to bank overtime or utilize banked time. Absenteeism will be reviewed monthly using a **twelve (12)** month rolling average.
- Granting of banked time will be assessed using the same criteria as a vacation request.

This agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

W MMM MMM DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: JOB SHARING

The Company and the Union 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 agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK

DAMM MANA

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: OPTIONAL EMPLOYEE MEDICALS

Signed this 29 day of November, 2023

INTERNATIONAL REPRESENTIVE

The Company agrees to offer employees not covered under Article 4.14 of the Collective Agreement the option of an on-site, routine medical examination by a qualified physician provided by the Company. Participation is voluntary for employees not covered under Article 4.14 and interested employees shall register in writing to the Company.

It is understood by the Union and the Company that the above program is predicated on the ability of the Company to contract a physician to attend at site. The Company will make all reasonable efforts to execute such contract.

This agreement will expire on April 30, 2025, or when a new collective agreement is signed.

UNITED STEELWORKERS
LOCAL 7458

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAWA Britton
KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: FILLING OF PERMANENT VACANCIES AFTER 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 Potash Site 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 Potash Site that has this language. Such employees shall indicate their interest for the vacancy by applying directly to the Site 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 the by the Company, the employee and Company will have the following rights:
 - Recognition of years of continuous service with Nutrien for the purposes of vacation; and
 - Recognition of years of continuous service for the purposes of retirement eligibility; and
 - iii. No pre-employment drug and alcohol testing;
 - iv. Employee personnel file will be transferred from their previous Nutrien Site; and
 - 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 Site 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 agreement will expire on April 30, 2025, or when a new collective agreement is signed.

Signed this $\underline{\mathbf{29}}$ day of $\underline{\mathbf{November}}$, $202\underline{\mathbf{3}}$

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: RECOGNITION OF PRIOR SERVICE FOR NEW HIRES

Nutrien will recognize prior Nutrien service for new hires for the purposes of vacation entitlement on the following conditions.

Prior service with Nutrien will include periods of employment with Potash Corporation of Saskatchewan Inc. and Agrium Potash Ltd.

The employee had successfully completed probation during their prior service;

Prior service will be deemed to include periods of time while actively employed at a site and will not include layoff periods.

Prior service will be granted once the new hire employee successfully completes a new probationary period as per the respective collective agreement.

Prior service will be granted to the extent that records are available to verify previous periods of employment.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

LI ALL K

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

Kavita Britton
KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: SENIOR EMPLOYEE ELECTING LAYOFF

There are certain circumstances where a senior employee will be allowed to elect layoff during a temporary layoff.

- If the temporary lay-off exceeds four (4) weeks the company will specify the period(s) of lay-off blocks, or the entire period of lay-off for lay-offs less than four (4) weeks in duration. A combination of vacation and lay-off may be used to cover the entire block.
- There must be a junior qualified employee in the same classification or line of progression to replace the senior employee without the need for training. Such junior employee would have otherwise been laid off had the senior employee not elected to take layoff.
- The employee electing layoff has scheduled their vacation prior to the announcement of a layoff as follows:
 - (a) For layoffs between July 1 and September 30, no restrictions
 - (b) 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.

- (c) For layoffs between January 1 and March 31, a maximum of eighty (80) hours of unused or forty (40) unscheduled vacation as of the last day of the layoff period.
- (d) For layoffs between April 1 and June 30, no unscheduled vacation at the close of the first round of bumping.
- (e) For layoffs that span two different time frames in a through d 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 apply.
- An employee who elects lay-off (or the employee's replacement) may not submit a grievance regarding the decision to elect layoff.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE GAVIN RANS DIRECTOR LABOUR RELATIONS

POTASH CORPORATION OF

SR. MANAGER, HUMAN RESOURCES

SASKATCHWAN INC., NUTRIEN CORY POTASH

149

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: SCHEDULE CHANGE FOR SHORT PERIODS (LESS THAN 1 WEEK)

On the basis of past inconsistencies, the parties agreed to the interpretation of Article 8.08. In January/February of 2009 we resolved several related grievances and clarified a process for moving forward with how shift schedules will be changed in future. The following is an agreement between the parties related to the interpretation and application of Articles 8.08 a, b and c and changing of schedules as per the CBA.

The intent of this LOU is to facilitate short duration schedule changes to facilitate meetings and training.

With proper documented notice, Articles 8.08 a, b and c allows the company to change the shift schedule without penalty as long as the schedule is not altered for short periods of time to avoid requiring employees to work on days for which premium pay would be payable. The parties agree that proper paper notification, will utilize the temporary Crew Assignment Form.

One (1) week notice will be provided. In addition, where proper paper notification cannot be provided to the employee, it is understood that the company must verbally convey the change of shift to the employee directly and must follow up with paper documentation (temporary crew assignment change form). A copy of the Crew Assignment

Form will also be provided to the union.

The parties also recognize that training, Conferences, Safety Summits and OHC requirements (such as investigation, meetings, tours, etc.) are all optional. Mine Rescue, Surface ERT, First Aid, SWORD and WiNTER, (meetings, training, etc.) would also apply. In addition, the parties agree these circumstances are optional and the employee can opt out.

The company recognizes and agrees that as is practical and economical and if possible, training/meetings will be scheduled during normal working hours.

The company will explore the utilization of overtime with the employee if it does not interfere with the regular schedule of the employee. If overtime is feasible and is offered to support the training/meeting, the employee will be expected to work his regular scheduled shift as well.

If overtime and regular shift is not feasible or if the employee chooses not to avail for the overtime and regular shift to facilitate the training/meeting, the option exists to change the employee's schedule if the employee still wishes to participate in the training/meeting. Further, for these voluntary training/meetings that the employee has been scheduled into (via 8.08 a b c), the company will work with the employee to ensure that the employee's total regular hours remain the same in the week that the training/meeting occurs.

In cases where employees have agreed to volunteer for these circumstances and for cases of required job-related training, this letter provides agreement between the parties. The parties also agree that article 8.08 a, b and c apply, and the company can change the schedule for short periods of time as long as the proper notice is given. The parties also recognize that such schedule changes are not made for the purpose of avoiding premium pay (overtime). Article 8.10 also identifies specific reasons for changes that are not done

to avoid overtime.

The parties also recognize that this agreement does not preclude the company from implementing Article 7.03 and 7.04 a, b, and c.

This agreement may be cancelled by either party with 60 days written notice. However, both of the parties also agree they will undertake jointly to resolve any disputes that may arise out of the application of this LOU.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MATERNITY LEAVE TOP UP

Nutrien and the USW are committed to increasing diversity and making our workplaces more inclusive. Nutrien will provide a paid top-up for employees on Maternity Leave with benefit premium coverage as outlined below.

The provisions of this Agreement apply only to employees who qualify for maternity leave.

This agreement supercedes any conflicting provisions in any of the respective Collective Bargaining Agreements.

ELIGIBILITY

Employees must have worked twenty (20) consecutive weeks in the last fifty-two (52) weeks prior to the due date.

TOP-UP

Employees who qualify for Maternity Leave pursuant to this Agreement will be provided with a Supplemental Unemployment Benefit (SUB) allowance to top-up any eligible El benefits for six (6) weeks, commencing on the date of birth of the Employee's child.

The SUB allowance will not result in the Employee's earnings exceeding one-hundred percent (100%) of the Employee's regular base wage earnings.

In order to obtain the SUB allowance, employees must

provide the HR Solutions Center (HRSC) with confirmation of any El benefits from the Federal government. The employee is responsible for advising Nutrien of changes in the total weekly gross benefits amount.

Copies of benefit statements can be obtained from an Employee's Service Canada account, and must include the total weekly gross amount and dates for which benefits are received.

Statements should be emailed directly to the HRSC Leave Administration team for payment on the following payroll deposit (hrsc@nutrien.com).

Payments made under the plan will be subject to normal withholdings.

BENEFIT PREMIUMS

If an Employee is entitled to benefits when they commence a maternity leave pursuant to this Agreement, all benefit coverage will continue throughout the duration of the Maternity and Parental leave periods up to maximum of seventy-eight (78) weeks, unless the Employee elects to waive their coverage or is no longer eligible under Nutrien's benefit plan.

Employees electing to waive their benefit coverage will have their coverage re-instated when their leave has expired.

Employees continuing coverage will be responsible for paying any employee-paid portion of premiums that they normally would have paid during the leave. Employees are responsible for making arrangements with human resources to do so before their leave commences. Typically, the employee will need to pay for premiums for the current calendar year only. The employee would be responsible for paying the accrued premiums for the following calendar year, upon return to work.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MILITARY LEAVE

The Company and the union agree on a without prejudice/precedent setting basis this LOU applies to specific Canadian Armed Forces leaves for employees of USW Local 7458. This agreement supersedes any conflicting provisions in the Collective Bargaining Agreement.

Nutrien will grant military leave to employees who request leave for performing eligible military services in accordance with applicable federal and provincial laws. Eligible military service may include activities such as active duty, training and exercises, domestic relief operations, international operations and any other military leave approved by the General Manager or their designate.

To initiate a request for leave for military service, the employees must notify their Leader in writing of the anticipated start date and anticipated duration of the military obligation with a minimum of 4 weeks written notice unless such notice is precluded by military necessity or the giving of notice is otherwise impossible or unreasonable. If the length of leave changes, the employees are required to notify Nutrien as soon as possible.

Employees who qualify for Military leave will remain on Active status or be placed on Leave status based on the duration of the leave. The threshold for Active status will be 30 consecutive days.

Active status: Employees on a military leave for 30 consecutive days or less remain on active status within the Nutrien system. During this period, the employee's participation in the benefit and retirement programs continue unaffected. Any related deductions from pay continue. Employees will also remain eligible for pay increases.

Leave status: Employees on a military leave for more than 30 consecutive days are place on "Leave" status.

If an employee's documented gross military pay is less than the employee's base pay from Nutrien at the beginning of the leave, Nutrien will provide supplemental pay to make up the difference in pay for the duration of the leave. Supplemental pay will only consider base pay received from Nutrien, not overtime, premiums and allowances. Supplemental pay will only be paid for the duration of the approved military leave. To qualify for supplemental pay, the employee will be required to provide supporting documentation.

Employees must provide the HR Solutions Center (HRSC) with proof of the amount of military pay that they received to be eligible for supplemental pay. If the military pay changes, the employees must also advise the HRSC of any changes to gross military pay that they receive during the period of military leave and the supplemental pay will be adjusted accordingly. The top up will not result in the Employee's earnings exceeding one hundred (100%) of the Employee's regular base wage earnings. Payments made under the plan will be subject to union dues, CPP contributions and Income tax deductions.

Employees who report for active duty and complete their service shall notify their supervisor as soon as is reasonably practicable of their return to work. Employees will be provided with a minimum 10 hour rest period prior to returning to work. A leave such as vacation, banked time or LOA may be used to extend the rest time prior to returning to work.

Upon return to work, employees will be reinstated to the position they held prior to the leave or the position they would have had but for their leave provided they are qualified to perform that position after reasonable efforts by the Company. Employees will be eligible for Lines of Progression and bidding.

Employees impacted by a downsizing will return to their new assigned position.

If employees are entitled to benefits when they commence a leave pursuant to the Policy, all benefits coverage will continue throughout the duration of the Military leave, unless the employees elect to waive their coverage. Employees electing to waive their benefit coverage will have their coverage reinstated when their military leave has expired. Employees continuing coverage will be responsible for paying any employee paid portion of the premiums that they normally would have paid during the leave. Benefit premiums for the duration of the leave for the remainder of the calendar year in which the leave begins will be prepaid on the last pay period before the leave commences or deductions will continue to be removed from the top up amount. However, if the leave goes into the following calendar year, accrued premiums in the new year may continue to be deducted from the top up or will be paid upon return to work.

All other benefits and provisions, for example benefits, pay increases, Nutrien Performance Incentive Programs, Annual Vacation and will follow the current leave process.

Either party may terminate this agreement with 90 days notice.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

Warn May

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: NOTICE OF RETIREMENT - PENSION DELAY

The objective of this Letter of Understanding is to eliminate delays for employees in receiving their first pension payment following their retirement from Nutrien.

Eligibility

This process will apply to employees age 55+ based on definition of early retirement under the pension plan text.

Process

The retiring employee will need to formally advise site HR in writing of their effective date of retirement at least six (6) weeks, but no more than three (3) months in advance. Employees can apply with less than six (6) weeks' notice but may experience a delay in receiving their first pension cheque.

Site HR will notify the Union and HRSC who will begin the process of working with the employee to complete and return the required paperwork to Nutrien's third-party pension administrator.

The third-party pension administrator will process the documentation and begin the calculation of the pension amount to be paid upon retirement.

Discrepancies

Pension values will be recalculated after the initial payment to ensure values are correct and reflect actual time of service. If the final value of an employee's pension changes by more than ten (10%) percent, whether as an increase or decrease from the initial calculated value, the HRSC will provide a communication to the affected employee. Employees will be required to sign a form acknowledging this.

Any discrepancies (whether above or below the ten (10%) percent threshold) between the initial and final calculation will be adjusted on the next pension payout along with a statement explaining the difference.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK

PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: TEMPORARY SUPERVISORS

The parties hereby acknowledge that this Letter of Understanding (LOU) for the utilization of in scope USW employees who act in a Temporary role as a Temporary Supervisor. Both parties agree that the Supervision of Workers is a requirement under Occupational Health and Safety Regulations (General duties of supervisors 3-9) and PART IV of the Mine Regs.

The Parties have agreed that to operate our site in a safe and efficient manner and to ensure we are not in violations of the REGS. Temporary Supervisors will be required to ensure we provide adequate Supervision for our employees.

Qualification of Temporary Supervisor:

- 1. The person is competent to work for Nutrien and act as a Temporary Supervisor.
- 2. Has minimum of three years' experience as per Mine Regs Part IV 14(2)(d)(i,ii,iii)
- Person holds a valid OHS Standard First Aid, CPR-C and AED Certificate.
- 4. The person has taken part of the required Supervisor training.
- 5. Has taken the Supervisor exam from the Mines

branch and holds a valid certificate. (This requirement is for Underground Supervision only)

6. The Person is authorized by the company to act as a Temporary Supervisor.

The parties agree that the following principles will apply:

- The goal is to have a minimum of one Temporary Supervisor per crew.
- 2. The utilization of Temporary Supervisor will be at the discretion of the company.
- Temp Supervisors will be considered as in scope employees.
- Seniority will be continued while acting as a Temporary Supervisor.
- While acting in the capacity as a Temporary Supervisors the employee will not perform any other bargaining unit work.
- For the purpose of selecting personnel for temporary supervision, the crews will be canvassed, and general seniority within the crew will be utilized.
- Employees acting in the capacity of a Temporary Supervisor will be given an upgrade of 7% above the 20T classification for hours actually worked and these hours will be tracked.
- 8. No Grievances regarding anything related to Temporary Supervisors will be filed while this LOU is in effect the parties similarly agree that an arbitrator does not have jurisdiction to consider any grievances that may be filed while this LOU is in effect.

This letter of understanding shall be ended with thirty (30) days' notice by either party.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, 140CAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MILL OPERATIONS DAYCREW GERWING AND ABRAMOFF

Due to the organizational changes, Jeff Gerwing and Allan Abramoff may use the provisions of Article 10.21 of the CBA to return to dayshift should it become available in Mill Operations.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

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DARRYL DZIADYK PRESIDENT, LOCAL 7458

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

APPENDIX D - SCHEDULES

LOU#	NAME	PAGE
27	MINE MAINTENANCE 10 HOUR SHIFT SCHEDULES	168
28	MINE MAINTENANCE (ELECTRICAL) SCHEDULE	171
29	MINE MAINTENANCE (H CREW) SCHEDULE	174
30	MINE PRODUCTION & MINE MAINTENANCE SHIFT SCHEDULE	177
31	OPERATORS ON MINE MAINTENANCE (TERM) SCHEDULE	180
32	MOBILE SUPPORT OPERATORS, SHAFT SUPPORT OPERATORS, AND SERVICE OPERATORS	183
33	SHAFT CREW SCHEDULE	186
34	MINE SERVICES CREW SCHEDULE	188
35	UNDERGROUND WAREHOUSE SCHEUDLE	191
36	MILL MAINTENANCE SCHEDULE	194
37	MILL MAINTENANCE 504 & 505 CREW SCHEDULE	196
38	MILL MAINTENANCE EQUIPMENT OPERATOR ROTATING SCHEUDLE	199
39	MILL OPERATIONS AND ANALYST II SCHEDULES	202

40	MILL LAB SCHEDULES	205
41	LOADOUT SCHEDULE	208
42	SURFACE WAREHOUSE SCHEDULE	211
43	COGEN OPERATOR SCHEDULE	214

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MINE MAINTENANCE 10 HOUR SHIFT SCHEDULES

The parties hereby agree to the following organizational changes effective March 3, 2022, for Mine Maintenance (Welder, Industrial Mechanics) they will work on a Two crew 10-hour shift as per the attached schedules.

Shift start times will be 6:15 am to 4:15 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored. This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

RESIDENT DOCAE /458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - MINE MAINTENANCE 10 HOUR SHIFT SCHEDULES

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D = Days (6:15am - 4:15pm)

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MINE MAINTENANCE (ELECTRICAL) SCHEDULE

The parties hereby agree to the following organizational changes effective March 3, 2022, for Mine Maintenance (Electrical) they will work on a 10-hour shift as per the attached schedule.

Shift start times will be 6:30 am to 4:30 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A - MINE MAINTENANCE (ELECTRICAL) SCHEDULE

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D = Days (6:30am - 4:30pm)

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MINE MAINTENANCE (CREW H) SCHEDULE

The parties hereby agree to the following organizational changes effective March 3, 2022, for Mine Maintenance (H Crew) they will work on a 10-hour shift as per the attached schedule.

Shift start times will be 6:30 am to 4:30 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, 1-00-AL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

Kavta Britton KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - MINE MAINTENANCE (CREW H) SCHEDULE

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BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MINE PRODUCTION & MINE MAINTENANCE SHIFT SCHEDULE

The parties hereby agree to the organizational changes effective January 27, 2022, for Mine Production and Mine Maintenance Shift positions (Electricians, Industrial Mechanics, Welder and HD Mechanic on shift) will be as per attached Schedules.

Employees assigned to work the Mine Production and Mine Maintenance Shift Schedule shall work a schedule for the purpose of making an average workweek of 42 hours over a fourweek period. The four-week period covers two weeks scheduled at 48 hours and two weeks scheduled at 36 hours.

Overtime will be paid as follows:

- (a) In a week of 48 scheduled hours: 4 hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.
- (b) Two (2) times the employee's hourly rate for hours worked in excess of the scheduled 48-hour or the 36hour workweek.
- (c) Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one day.

There shall be no duplication of weekly and daily overtime, nor pyramiding of overtime on overtime. The day shift start times for Production will be 7:30 am and conclude at 7:30 pm and the night shift start time will be 7:30 pm and conclude at 7:30 am.

The day shift start times for Shift Maintenance will be 6:15 am and conclude at 6:15 pm and the night shift start will be 6:15 pm and conclude at 6:15 am.

Hoistperson start times will be 6:00 am on dayshift and 6:00 pm on night shift.

Breaks will follow Exhibit 10 – Miscellaneous (9)

When moved onto their new shift Schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (c) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

SR. MANAGER, HUMAN RESOURCES

DIRECTOR LABOUR RELATIONS

FYHIRIT "A" - MINE PRODITCTION CHIET SCHEDITE

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EXHIBIT "A" – MINE PRODUCTION SHIFT SCHEDULE		Crew A n	Crew B D N N	rew E	Crew F

D = 7:30 a.m. to 7:30 p.m. - 12 hours

N = 7:30 p.m. to 7:30 a.m. - 12 hours

Hoist Person Schedule follows as above by crew D= 6:00 a.m. to 6:00 p.m. N = 6:00 p.m. to 6:00 a.m. n = 7:30 p.m. to 3:30 a.m. – 8 hours and 3:30 a.m. to 7:30 a.m. – 4 hours scheduled overtime n = 6:00 p.m. to 2:00 a.m. and 2:00 a.m. to 6:00 a.m. -4 hours scheduled overtime

EXHIBIT "B" - MINE MAINTENACE SHIFT SCHEDULE

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n = 6:15 p.m. to 2:15 a.m. -8 hours and 2:15 a.m. to 6:15 a.m. -4 hours scheduled overtime N = 6:15 p.m. to 6:15 a.m. - 12 hours

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: OPERATORS ON MINE MAINTENANCE (TERM) SCHEDULE

The parties hereby agree to the following organizational changes effective October 6, 2022, Operators required to support the Mine Maintenance (Term) schedule will work on a 10-hour Day shift as per the attached schedules. The Operators will report to the Maintenance Supervisors and will concentrate on moving Equipment and supporting the Maintenance crews with putting together new Miners and Equipment for new panel set ups for roughly 2 years. The Operators will also fill in and help support the Service Operator in transporting materials to and from the warehouse when required. On the completion of the build, the Operators on the Maintenance crew schedules will be returned to their former position.

One operator will be placed on 420 crews and a second Operator will be placed on 424 crew.

The Operators shift start times will be 6:15 am to 4:15 pm

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

Article 10.22 (b) applies.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK

Warm Guga

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA Dritton
SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A - OPERATORS ON MINE MAINTENANCE (TERM) SCHEDULE

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	Crew 420	Crew 424

D = Days (6:15am - 4:15pm)

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MOBILE SUPPORT OPERATORS, SHAFT SUPPORT OPERATORS, SERVICE OPERATORS

The parties agree that effective January 20, 2022, the schedule for the Mobile Support Operators, Shaft Support Operators and Service Operators will be as per the Schedule in Exhibit A.

Shift start times will be as outlined in Exhibit A.

The agreement may be cancelled by either party with thirty (30) days' notice and will supersede Article 7.04 (c) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A - MOBILE SUPPORT OPERATORS, SHAFT SUPPORT OPERATORS, SERVICE OPERATORS

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D = Days (6:00 am - 6:00 pm)

d = four (4) hours scheduled overtime

12 Hour Days only

Crew 473 - Service Operator only

D = Days (6:00 am - 4:00 pm)

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: SHAFT CREW SCHEDULE

The parties agree that effective September 1, 2022, the schedule for the Shaft Crew (473) will be as follows.

To work a 9/80 shift schedule as per Exhibit A attached.

All articles of CBA will apply in particular 7.09.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (c) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

DARRYL DZIANYK
PRESIDENT LOCAL 7458

DARRIN KRUGER
DARRIN KRUGER
DITERNATIONAL REPRESENTIVE

Signed this 29 day of November, 2023

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - SHAFT CREW SCHEDULE

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D = Days (7:00 am - 4:00 pm) - nine (9) hour days

d = Days (7:00 am - 3:00 pm) - eight (8) hour days

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MINE SERVICES CREW SCHEDULE

The parties hereby agree to the following organizational changes effective July 30, 2023. The Mine Services Crew will perform non-production work and will concentrate on mine service activities for the mine. The crew will work a 10-hour Afternoon schedule as per the attached schedule.

Shift start times will be from 12:00 pm to 10:00 pm.

Break will consist of two – 20-minute breaks.

Personnel on the Mine Service Crews will consist of Mine Operator 1 with the job class 15.

The agreement may be cancelled by either party with 14 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

Warin Kusa

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

A.Z.

EXHIBIT A – MINE SERVICES CREW SCHEDULE

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BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: UNDERGROUND WAREHOUSE SCHEDULE

The parties hereby agree to the following organizational changes effective March 3, 2022, for the Underground Warehouse, they will work rotating 10-hour day shift as per the attached schedule.

Day shift start times will be 6:30 am to 4:30 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - UNDERGROUND WAREHOUSE SCHEDULE

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D = Days (6:30am - 4:30pm)

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MILL MAINTENANCE SCHEDULES

The parties hereby agree that the schedules for Mill Maintenance will be a ten (10) hour, Tuesday to Friday.

Start times for both will be 7:00 am and shift end of 5:00 pm.

This is effective September 6, 2015.

This agreement may be cancelled by either party with 30 days notice and will supersede article 7.04 (b) of the current collective agreement.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this <u>29</u> day of <u>November</u>, 202<u>3</u>

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

ARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A – MILL MAINTENANCE SCHEDULES

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D = 7.00 am - 5.00 pm - ten (10) hour shifts

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

Re: MILL MAINTENANCE 504 & 505 CREW SCHEDULE

The parties hereby agree to the schedules for Mill Maintenance Crew 504 & Crew 505 (two (2) Heavy Duty Mechanics, four (4) Industrial Mechanics, and four (4) Welders) will be as per the attached schedule.

The schedule will be a compressed twelve (12) hour day shift that includes four (4) hours of scheduled overtime as per attached schedule. Breaks will be as per Exhibit 10 – Miscellaneous #9 of the CBA.

This agreement may be cancelled by either party with thirty 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

LESIDENT FOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

EXHIBIT A – MILL MAINTENANCE 504 & 505 CREW SCHEDULE

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 $D^* = Days 7:00am - 3:00pm - eight (8) hours, 3:00pm - 7:00pm - four (4) hours scheduled O/T$

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

Re: MILL MAINTENANCE EQUIPMENT OPERATOR ROTATING SCHEDULE

The parties hereby agree to the following organizational changes effective April 10, 2022 for the Mill Maintenance Equipment Operator I. on a rotating schedule, they will work rotating ten (10) hour day shift as per the attached schedule.

Day shift start times will be 7:00 am to 5:00 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with thirty 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A - MILL MAINTENANCE EQUIPMENT OPERATOR ROTATING SCHEDULE

 $D=Days \; (7:00am-5:00pm)$

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MILL OPERATIONS AND ANALYST II SCHEDULES

The parties hereby agree that, effective October 8, 2015, employees in the Mill Operations, and Analyst II's in the Laboratory Department will be scheduled to work the schedule attached hereto as Exhibit 'A'.

Employees assigned to work the Exhibit 'A' schedule shall work a schedule for the purpose of making an average workweek of forty-two (42) hours over a four (4) week period. The four (4) week period covers two (2) weeks scheduled at forty-eight (48) hours and two (2) weeks scheduled at thirty-six (36) hours.

Overtime will be paid as follows:

- (a) In a week of forty-eight (48) scheduled hours: four(4) hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.
- (b) Two (2) times the employee's hourly rate for hours worked in excess of the scheduled forty-eight (48) hour or the thirty-six (36) hour work week.
- (c) Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one (1) day.

There shall be no duplication of weekly and daily overtime, nor pyramiding of overtime on overtime.

The day shift start time will be 7:00 a.m. and conclude at 7:00 p.m. The night shift start time will be 7:00 p.m. and conclude at 7:00 a.m.

Breaks will be as per Exhibit 10 Miscellaneous #9 of the CBA.

This agreement may be cancelled by either party with thirty (30) days' notice and will supersede Article 7.04 (c) of the current Collective Agreement.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - MILL OPERATIONS AND ANALYST II SCHEDULES

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 $D=7:00~a.m.~to~7:00~p.m.-12~hours \\ N=7:00~p.m.~to~7:00~a.m.-12~hours \\ N^*=7:00~p.m.~to~3:00~a.m.-8~hours~and~3:00~a.m.~to~7:00~a.m.-4~hours~scheduled~overtime$

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: MILL LAB SCHEDULES

The parties hereby agree to the following organizational changes effective the date of this agreement, that the schedules for the Mill Lab department will be as per the attached.

For Analyst I day positions, the shift start time is 7:00 am to 3:00 pm. For Metallurgical Techs, the shifts are 7:00 am to 5:00 pm. Breaks will consist of 2-10 minute coffee breaks and a 20 minute break for lunch.

Reagent Operators schedule will be a compressed 12 hour day shift 6:30 am - 6:30 pm that includes 4 hours of scheduled overtime as per attached schedule. Breaks will be as per Exhibit 10 - Miscellaneous #9 of the CBA.

Individual schedule transition issues from old schedule to new schedule will be worked between the Union and the company. When moved onto a new shift schedule, employees will have the opportunity to revise their holidays to fit the new schedule and previously approved vacation will be honored.

This agreement may be cancelled by either party with thirty (30) days notice.

This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

EXHIBIT A - Mill Lab Day Schedule

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	Analyst I	Met Tech	Met Tech	Reagent Operator I	Reagent Operator II

Analyst 1 - D = 7:00 am to 3:00 pm - eight (8) hour days

Met Techs – D = 7:00 am to 5:00 pm – ten (10) hour days

Reagent Operators – D = 6:30 am to 6:30 pm

Reagent Operators – D* = 6:30 am to 2:30 pm – eight (8) hours and 2:30 pm to 6:30 pm – four (4) hours scheduled overtime

LETTER OF UNDERSTANDING #41

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: LOADOUT SCHEDULE

The parties hereby agree to the following organizational changes effective April 9, 2020 for the Loadout Department to work a rotating twelve (12) hour shift schedule as per the attached schedule.

Start times for dayshift will be 6:00 a.m. and for nightshift will be 6:00 p.m.

The agreement may be cancelled by either party with thirty (30) days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored. This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER
INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON SR. MANAGER, HUMAN RESOURCES

GAVIN RANS DIRECTOR LABOUR RELATIONS

EXHIBIT A - Loadout Schedule (24 Hour Loading)

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D = 6.00 am to 6.00 pm - 12 hoursN = 6.00 pm to 6.00 am - 12 hours $D^* = 6:00$ am to 2:00 pm - 8 hours and 2:00pm to 6:00pm - 4 hours scheduled overtime

 $N^* = 6.00 \text{ pm to } 2.00 \text{ am} - 8 \text{ hours and } 2.00 \text{am} + 4 \text{ hours scheduled overtime}$

LETTER OF UNDERSTANDING #42

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: SURFACE WAREHOUSE SCHEDULE

The parties hereby agree to the following organizational changes effective September 6, 2015, for the Surface Warehouse, they will work on a Two crew 10-hour shift as per the attached schedules.

Day shift start times will be 7:00 am to 5:00 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04 (b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored. This agreement will expire on April 30, 2025, or until a new collective agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER INTERNATIONAL REPRESENTIVE POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON

SR. MANAGER, HUMAN RESOURCES

GAVIN RANS

DIRECTOR LABOUR RELATIONS

EXHIBIT A - SURFACE WAREHOUSE SCHEDULE

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D = Days (7:00am - 5:00pm)

LETTER OF UNDERSTANDING #43

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., NUTRIEN CORY POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL 7458

RE: COGEN OPERATOR SCHEDULE

Employees assigned to work the CoGen operator schedule shall work a schedule for the purpose of making an average workweek of forty-two (42) hours over a four (4) week period. The four (4) week period covers two (2) weeks scheduled at forty-eight (48) hours and two (2) weeks scheduled at thirty-six (36) hours.

Overtime will be paid as follows:

- (a) In a week of forty-eight (48) scheduled hours: four(4) hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.
- (b) Two (2) times the employee's hourly rate for hours worked in excess of the scheduled forty-eight (48) hour or the thirty-six (36) hour work week.
- (c) Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one day.

There shall be no duplication of weekly and daily overtime, nor pyramiding of overtime on overtime.

This agreement may be cancelled by either party with thirty (30) days written notice.

This agreement will expire on April 30, 2025, or until a new agreement is signed.

Signed this 29 day of November, 2023

UNITED STEELWORKERS LOCAL 7458

DARRYL DZIADYK PRESIDENT, LOCAL 7458

DARRIN KRUGER

INTERNATIONAL REPRESENTIVE

POTASH CORPORATION OF SASKATCHWAN INC., NUTRIEN CORY POTASH

KAVITA BRITTON
SR. MANAGER, HUMAN RESOURCES

GAVIN RANS DIRECTOR LABOUR RELATIONS

EXHIBIT A - COGEN OPERATOR SCHEDULE

Saturday	D	u			Saturday		D	u		Saturday			D	u	Saturday	u			D
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D = 7:00 am to 7:00 pm – twelve (12) hours N = 7:00 pm to 7:00 am – twelve (12) hours

N = 7:00 pm to 7:00 am – twelve (12) hours n = 7:00 pm to 3:00 am – eight (8) hours and 3:00 am to 7:00 am – four (4) hours scheduled overtine

IMPORTANT CONTACT INFORMATION:

Employee and Family Assistance Program

Phone: 1-866-424-0712

Access online: https://one.telushealth.com

The first time you login you will need an invitation code followed by a one-time password. The invitation code is Nutrien-[Employee ID] (For example, if your employee number is 12345, your invitation code is Nutrien-12345) and your one-time password will be your date of birth (YYYYMMDD).

Human Resources	306-657-5105 306-657-8878 306-657-7061 306-657-7068
Occupational Health Nurse	306-657-5118
USW Office	306-657-5339 306-657-5340
Canada Life (Medical and Dental) canadalife.com	1-800-957-9777
SunLife (Savings Plan) Mysunlife.ca	1-866-733-8612
HRSC hrsc@nutrien.com	1-844-685-9395

SUBJECT INDEX

SUBJECT	ARTICLEPAGE
Absences Access to Property (Union Rep.) Affirmative Action. Annual Vacation. Apprenticeship Apprenticeship Pay Rates. Arbitration Procedure	13.08-13.11 75 13.04 75 6.01-6.02 23 EXHIBIT 8 95 EXHIBIT 1 81,98
Banked Time. Benefits – General. Bereavement Leave Boot Allowance Bulletin Boards.	8.15(c), L.O.U. #15
Callboard	8.11-8.14
Schedule	L.O.U. #10 132 7.22 39 Misc. #2 - #9 113 3.05, L.O.U. #9 8, 131 6.05(b) 27
Day Assignment. Definitions Departments. Disabled Employees. Discharge & Suspension Discipline Disability During Vacation Disability Leave of Absence. Discrimination Domestic & Interpersonal Violence Leave	$\begin{array}{c cccc} 10.10 & & 55 \\ 1.02 & & 1 \\ 9.08 & & 51 \\ 13.12 & & 76 \\ 12.29 - 12.33 & & 73 \\ 7.15 - 7.20 & & 36 \\ 6.06 & & 28 \\ 5.19 & & 21 \\ 1.05 - 1.07 & & 2 \\ 5.25 & & 23 \\ \end{array}$
Educational Leave	1.03
Permanent Downsizing	5.18

SUBJECT	ARTICLEPAGE
Grievance Definition Steps/Procedure	12.0968
Hourly Benefit Plan Hours of Work Humanity Fund	7.09
Immediate Family Industrial Accidents	5.18(a)ii
Job Classifications	L.O.U. #16
Layoffs Leave of Absence	11, L.O.U #460, 124
Adoption	5.18(b) 20 5.19 21 5.05-5.09 17 5.21 22 5.18 19
Jury Duty & Witness	5.24 22 5.23 22 5.22 22
Parental Personal Public & Union Office Special Union Business	5.01-5.03. 16 5.10-5.14. 18 5.20. 21
Lines of Progression Load Out	EXHIBIT 487
Mine Maintenance Mine Operating Plant Maintenance Warehouse and Laboratory	EXHIBIT 2
List of Changes (Monthly) Load Out Clothing Allowance LTD Benefits Lunch Breaks	7.22
Management Rights	3.01-3.037

SUBJECT	ARTICLEPAGE	,
Medical Examinations	7.2239)
Negotiating Committee	7.02)
OH & S Committee	L.O.U. #17)
Pay for Beneficiary	EXHIBIT 9 - Retirement)
Shift	8.05 40 8.04 40 7.01 31 10.09 54 5.10-5.14 18 6.07 28 6.08-6.10 29)
Qualifying on the Job	11.05-11.06, 11.13	
Safety	4.11 14 4.02 10 4.05-4.08 12 EXHIBIT 9 111 8.08, 8.14(c) 41, 43 L.O.U. #43 214))

SUBJECT	ARTICLEPAG	E
Mill Lab Schedules	L.O.U. #4020	15
Schedule	L.O.U. #3719	6
Rotating Schedule	L.O.U. #3819	19
Mill Maintenance Schedule	L.O.U. #3619	4
Mill Operations & Analyst II	L.O.U. #3920	12
Mine Maintenance 10 Hour Shift	L.O.O. #3920	2
Schedule	L.O.U. #2716	8
Mine Maintenance (Electrical) Schedule	L.O.U. #2817	1
Mine Maintenance (H Crew) Schedule	L.O.U. #2917	4
Mine Production & Mine Maintenance		
	L.O.U. #3017	
Mine Services Crew Schedule Mobile Support Operators, Shaft	L.O.U. #3418	8
Support Operators, and Service		
Operators Schedule	L.O.U. #3218	3
Operators on Mine Maintenance (Term)	2.0.0. #32	_
Schedule	L.O.U. #3118	0
Shaft Crew Schedule		
Surface Warehouse Schedule		
Underground Warehouse Schedule	L.O.U. #3519	1
Public Holiday Scheduling	6.072	8
Senior Employee Electing Layoff	L.O.U. #2014	.8
Seniority Definition	9.035	
Lists		
Loss Of		
Permanent Out of Scope		
Temporary Out of Scope	10.25	9
Service Record Review	7.213	8
Shift Premium		
Shift Exchanges (Mutual)		
Sick Time		
S.O.A.R.		
Special Leave of Absence	5.20	.1
STD Benefits	EXHIBIT 9(b) 10	12
STD Salary Continuance		
Steward		
Supervisors Working		
Technological Change	11.096	4
Temporary Employees	7.143	5
Temporary Vacancy	10.03, 10.0652, 5	3

SUBJECT	ARTICLEPAGE
Ten Hour Rest	1, 141, 78
Training Transfer Out of Department	
Out of Bargaining Unit	10.25-10.2659
Transportation	
Underground Diesel Equipment Underground Premium Union	8.0540
Business Leave of Absence	
Committee alternates	
Dues	2.04-2.054
Leave	
Negotiation Pay Officers Notification	
Recognition	2.012
Representation	
Steward	-=
Vacancies	
Seniority	
Vacations	623
Vacation Bonus Vacation/Maintenance Shutdown	
Vacation Pay	
Vacation Scheduling	6.05(a)27
Vacation Shutdown	6.05(c)27
Varying Start Times	
Wages According to Job Wages Scale	8.28-8.29
Weekend Premium.	
Work Day	
Work on Public Holiday	
Work Gloves	
Work Week	

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HOME SAFE, EVERY DAY

PRINCIPLES

- Do it safe or not at all
- There is always time to do it safely
- Care for each other's safety and health

PRIORITIES

- Safety Leadership
- Hazard Identification
- Frequent & Structured Pauses
- Serious Injury and Fatality Prevention



- and -

