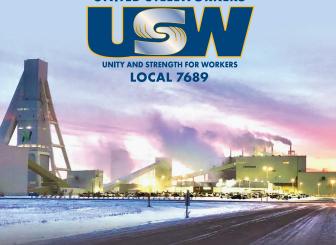


Feeding the Future™

**ALLAN DIVISION** 

2022-2025 **AGREEMENT** 

UNITED STEELWORKERS



# REMEMBER YOUR LIFE CRITICAL PROCEDURES:

- Lockout / Tag Out / Energy Isolation
- Confined Space
- Engulfment Protection
- Fall Arrest / Working at Heights
- Ground Conditions (Sounding & Scaling)
- Hoisting / Rigging / Lifting
- Hot Work
- Line Break
- Mobile Equipment

This book belongs to:

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THIS AGREEMENT, made and entered into the 29th day of November 2023 by and between:

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash, Operators of Nutrien Allan Potash, hereinafter called the "Company"

Party of the first part,

and,

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION (to be known as the "United Steelworkers" and by the acronym "USW"), for itself and on behalf of its Local 7689, hereinafter called the "Union"

Party of the second part,

In the spirit of co-operation and to provide for an efficient operation the parties hereby mutually agree as follows:

#### NOTE:

The Parties to this Agreement have agreed 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. Furthermore, any modification of gender specific terms to be gender neutral shall have no effect on the interpretation of the various Articles.

#### **ARTICLE 1 - RECOGNITION**

- The Company recognizes the Union as the 1.01 exclusive representative for the purpose of bargaining collectively with regard to rates of pay, hours of work, working conditions and other conditions of employment, for all employees employed by Nutrien Inc., Allan Potash near Allan, Saskatchewan, except supervisors; foremen; superintendents; managers; office and clerical staff; the mine, process, laboratory and instrumentation technician; nurse; first aid attendant; plant security; and a person having and regularly acting on behalf of management in a confidential capacity with the intent that this Agreement will promote an efficient and effective operation and a procedure for the prompt settlement of grievances. 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.
- 1.02 The Company reserves all rights and prerogatives unless clearly and explicitly granted to the Union by this Agreement. Subject to the provisions of this Agreement, the Union understands and agrees that the Company has the exclusive and undisputed right and power to operate and manage the business in all respects, including, but not limited to, the right:
  - a) to maintain order, discipline and efficiency, to determine job content and the assignment of work, to make, alter and amend rules of conduct and procedures for employees;
  - b) to hire, discharge, classify, transfer, promote, demote, lay-off, recall, suspend or discipline employees, provided, however, that if the employee believes that they have been discharged or disciplined without just cause or that any other exercise of the foregoing rights is in conflict with the provisions of this Agreement, they may have the matter dealt with

under the Grievance Procedure; and

- c) generally to manage the business, locate, extend, curtail, cease operations and to determine the numbers and classifications of employees required for any or all operations, the kinds and locations of machines and tools to be used and the schedule of production.
- d) 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.

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 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 available to the Union and Occupational Health Committee.

The Company and the Union shall review contracting out issues and upcoming projects at **the quarterly** joint union management

- meetings. Any recommendations shall be submitted to the Company for consideration.
- e) The Company agrees that this clause will not be used in an unfair, inequitable or unjust manner against any employee.
- f) The Company will endeavour to utilize its own employees to perform work for which they are qualified during vacation maintenance shutdowns.
- 1.03 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 collective agreement. Such notices can be sent via mail or email. The parties shall endeavour to verbally notify the other party.

# **ARTICLE 2 - DISCRIMINATION**

- 2.01 a) No employee of the Company shall be intimidated or discriminated against by either party because of membership in any union, or because of their race, religion, religious creed, colour, sex, political belief, nationality, ancestry, place of origin, or age (with the exception of an employee's normal retirement date). In addition, consistent with the provision of the Saskatchewan Human Rights Code, 2018, the parties agree that there shall be no discrimination by either the Company or the Union by reason of family status, sexual orientation, marital status or disability.
  - b) 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.

During the life of this agreement, the Union and Company will jointly pursue the provision of USW Respectful Workplace Training for employees in regards to a harassment free workplace.

### 2.02 Affirmative Action

The parties of this Agreement, The Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash and the United Steelworkers C.L.C., Local 7689, agree there is a need to redress the under representation in the work force of **Indigenous persons**, women and **persons with disabilities**.

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

# ARTICLE 3 - NO UNION ACTIVITY ON COMPANY TIME

- 3.01 Except as provided in this Agreement, there shall be no Union activity on the Company's time or property.
- 3.02 The Union President or their designate and OHC Co-chair or designate shall be scheduled to spend one-half hour with new Bargaining Unit employees for the purpose of orientation, at a time scheduled by the Company.

Following the completion of the employee's first evaluation by their Supervisor during the employee's probationary period, the Company will schedule new employees for a follow-up interview with **the Union President or designate**. The Company will provide the employee with a copy of their evaluation as per Article 9.01. Such interview will not exceed one half-hour.

3.03 The President of the Local, or their designate, will be granted **twenty (20) hours** leave of absence with

pay in each week at their regular straight time hourly rate, to administer local union business on site. Such activity will not interfere with employees on duty in the performance of their work, and if the union representative desires to talk with an employee while on duty, they must receive permission from the employee's supervisor.

The Union President may use this leave for off-site local union business, if prior permission is obtained from the General Manager or their designate.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

- 4.01 "Grievance" means any difference between the Company and any employee or employees bound by this Agreement, or between the Company and the Union, concerning an alleged violation of the interpretation, application or operation of the terms of this Agreement. The party submitting a grievance will ensure that it clearly states the issue or issues involved. All grievances shall be finally and conclusively settled in the manner set out in this Article.
- 4.02 In all cases while grievances are being investigated, the employee(s) and all other scheduled employees, except an employee serving a disciplinary suspension or on layoff, must continue to work. Where an employee(s) has or have been discharged by the Company, they shall not remain in the employ of the Company while their case is being investigated and settled.
- 4.03 "Shop Stewards" means employees of the Company who have been authorized by the Union to represent employees and deal with grievances.

An employee who is being interviewed by a Supervisor or any other management person, and where such interview may result in disciplinary action the employee shall be entitled to have present their steward, or if their steward is not 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

A Shop Steward shall not leave their duties until proper relief has been provided by their supervisor. Such permission will not be unreasonably withheld. Under no circumstances shall a Shop Steward take any action, (except individual rights as provided for by Provincial legislation), or issue any instructions which will interfere with the production or with the management, operation or direction of the Company's plants, operations, or working force. The jurisdiction of a Shop Steward to act as such shall normally be confined to the particular section or area of the operation in which they are employed during their regularly scheduled working hours.

The number of Shop Stewards shall not exceed thirty (30) employees. If it is necessary for any Steward to take time off during working hours to investigate or attempt to settle a grievance, they shall not suffer loss of pay for time spent in the performance of these duties during their regularly scheduled working hours.

4.04 The Union shall notify the Company in writing of the names of Stewards, Grievance Committee members and Executive Officers and the Company shall not be required to recognize any Steward, Grievance Committee member, or Executive Officer until such notice is received. A Shop Steward will not be recognized until the day after the Company has received official notice from the Union that they are a Shop Steward.

The Union shall provide an updated list to the Company no less than annually.

4.05 Because of the desirability of a continuity of activities, the parties agree that when possible

the negotiation of grievances shall be conducted immediately after the start, or concurrent with the end of the shift. A copy of the Grievance Reply at each Stage will be sent to the Union's Grievance Chairman

Should a grievance arise, an earnest effort shall be made to settle the grievance in the following manner:

- a) Informal Resolution Prior to the filing of a grievance, the employee, with or without their Shop Steward in attendance, is encouraged to discuss the matter with their immediate Supervisor in an attempt to resolve the matter prior to a formal grievance. It is understood that complex matters or issues of larger impact may not be suitable for informal resolution.
- b) Stage 1 The Employee(s) concerned, with or without their Shop Steward in attendance may, provided it is done within fifteen (15) days after the occurrence of the grievance, present their alleged grievance, in writing, to their immediate supervisor.

For matters relating to an employee's payroll cheque, the occurrence of a grievance shall be the day the employee receives their payroll cheque.

The immediate supervisor shall advise the employee of their decision on the grievance within three (3) days.

c) Stage 2 – Failing a satisfactory settlement of the grievance at Stage 1, the employee(s) in person, with their Shop Steward in attendance, may, within three (3) days after the decision of the immediate supervisor at Stage 1 has been or should have been given, submit the grievance in writing to the department superintendent, or their delegate. The grievance shall state the exact nature of the grievance, the act or acts complained of, and when they occurred, the identity of the employee or employees who claim to be aggrieved, the section or sections of the agreement that the employee or employees claim the Company has violated, and the remedy they seek. The Department Superintendent or their delegate shall advise the employee of their decision in writing within three (3) days from the time the grievance was submitted to them.

d) Stage 3 – Failing satisfactory settlement of the grievance at Stage 2, the Grievance Committee may submit the grievance, which shall be stated in writing to the General Manager or their delegate within five (5) days after the decision of the Department Superintendent has been or should have been given.

The General Manager, or their delegate, shall hold a hearing within ten (10) days from the date upon which they received written notice of the grievance.

The grievance shall be presented at Stage 3 by not more than three (3) members of the Grievance Committee, the International Staff Representative and a Shop Steward. The General Manager may, if they so desire, be accompanied by other officials of the Company. The employee(s) alleging the grievance shall be present at the hearing if the Company or Union so request.

The General Manager shall give their decision in writing within ten (10) days from the date of such hearing.

The decision shall be signed by the General Manager, or will be noted on their behalf by their delegate.

The Company will pay the Grievance Committee members for one hour of grievance preparation prior to a Stage 3 meeting for one or two grievances, and two hours of grievance preparation prior to a Stage 3 grievance meeting for three (3) or more grievances.

e) Stage 4 – Failing satisfactory settlement at Stage 3, the Union may submit the grievance to arbitration within ten (10) days from the date of the decision of the General Manager or their delegate, was given or should have been given.

The Union shall give its decision in writing within ten (10) days to the General Manager or their designate.

- 4.06 If the grievance is not submitted within the time limits provided in this Article, then the grievance is deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
- 4.07 Scheduled days off, vacation leave, inventory correction lay-offs and Public Holidays as designated in Article 13, shall not be counted in determining the time limits within which any action is to be taken in each of the first three stages of the Grievance Procedure.
- 4.08 The time limits in this Article may be extended by mutual agreement of the parties in writing.
- 4.09 The procedure for settling of disputes set out in this Article shall be strictly adhered to, except where the Company and the Union agree to by-pass Stages 1 and 2.
  - 4.10 In the event that two (2) or more employees have a grievance which are sufficiently common in nature that they may be conveniently dealt with together, it may be submitted at Stage 2 of the Grievance Procedure.

A grievance involving two (2) or more employees shall be presented by not more than two (2)

employees of those in the group directly concerned. In the event that two (2) or more grievances which are sufficiently common in nature are processed to third (3rd) stage, the Company may hear them together. The grievances shall be represented by not

4.11 The Company shall have the right to submit any grievance in writing to the Union Grievance Committee at Stage 3. The Union Grievance Committee shall give the decision to the Company in writing, within ten (10) days from the date of such hearing. Failing a satisfactory settlement, the Company may submit the grievance to arbitration within ten (10) days from the decision of the Union Grievance Committee was given or should have been given at Stage 3.

more than two (2) employees.

- 4.12 Any grievance arising directly between the Union and the Company shall be submitted in writing at Stage 3 of the Grievance Procedure.
- 4.13 The personnel file of an employee shall be available for inspection in Human Resources Department, by appointment during office hours, by the employee or their delegate, provided the employee has given written permission for their delegate's inspection and they have obtained permission from their immediate supervisors to leave the job.
- 4.14 Disciplinary action which has not been the basis of further disciplinary action for a period of twelve (12) months of active employment by the employee 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. For the purposes of this article, active employment shall not include periods of Short- Term Disability greater than two weeks, Long-Term Disability, and any unpaid leave of absence of greater than two weeks; periods of involuntary layoff and periods on Workers

Compensation shall be deemed active employment. Notwithstanding this agreement, the Company is not required to do periodic personnel file reviews. Documentation shall be removed at the time of its discovery.

## **ARTICLE 5 - DISCHARGE OR SUSPENSION**

- 5.01 a) If an employee is demoted, suspended without pay, or discharged, for disciplinary reasons, they will be entitled to a hearing with Management and two (2) Union representatives selected by the Union
  - Such hearing will be held prior to the disciplinary action being taken except in the case of gross misconduct and/ or a case requiring immediate action. Such hearing will be without prejudice to any subsequent grievance or arbitration procedures.
  - b) When an employee is discharged or suspended for just cause, the employee and the union shall be notified in writing of the discharge or suspension. A copy of any written warning, which is to be placed in an employee's personnel file, shall be given to the employee and Union.
- 5.02 If an employee claims that their discharge or suspension is without just cause, then they may submit a grievance within ten (10) days after the notice of discharge or suspension has been given. The grievance shall be presented at Stage 3 of the Grievance Procedure. The ten (10) days exclude the griever's scheduled days off that would have occurred if they had not been discharged or suspended. Upon request from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.
- 5.03 The General Manager, or their delegate, shall give their decision to the Union and to the employee within five (5) calendar days from the date of the

hearing. The General Manager's or their delegate's decision may confirm the discharge, or suspend the employee with or without pay for a specified period, or reinstate the employee without loss of basic regular earnings.

5.04 If no grievance with respect to the discharge is initiated by the employee involved within the time period specified in Article 5.02, the matter shall be considered closed and not subject to further review. Days are as defined in 5.02.

# **ARTICLE 6 - ARBITRATION**

- 6.01 If a grievance is submitted to arbitration in accordance with Article 4, Grievance Procedure, within ten (10) days of receipt of such written notice, the Company and the Union shall select an Arbitrator as outlined below and notify them of their selection.
- 6.02 Each grievance submitted to arbitration shall be heard separately. A grievance dealing with the discharge may, at either party's request, be brought forward, ahead of others, to arbitration on a priority basis.
- 6.03 The Arbitrator to hear and decide each grievance requiring arbitration shall be selected from the following panel:

Dan Ish Beth Bilson Allen Ponak William F. J. Hood

- 6.04 The Arbitrator to hear each case shall be selected by rotation in the order listed in 6.03 above. If the Arbitrator so selected is unable to serve, within a one hundred and twenty (120) day period, the Arbitrator next on the list of names shall be selected.
- 6.05 No member of the panel of arbitrators can be removed except by mutual consent of the Company

and the Union in writing.

- 6.06 If a member of the panel of arbitrators is permanently unable to serve for any reason, the Company and the Union may mutually agree upon a replacement.
- 6.07 The arbitrator shall be presented with the written grievances submitted and the Company's replies. The arbitrator's award shall be confined to such issue(s).
- 6.08 The expenses of the Arbitrator and a mutually agreed to place of hearing shall be borne in equal shares by the Union and the Company.
- 6.09 Witness fees and allowances shall be paid by the party calling such witnesses.
- 6.10 The award of the Arbitrator, in respect of an interpretation or alleged violation of this Agreement, shall be final and binding on all parties concerned, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. However, the Arbitrator may, before the close of the hearing of a discharge grievance, request that the Company and the Union make a further attempt to settle such grievance.
- 6.11 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.
  - The Company agrees to ninety (90) days with the understanding that the change in timelines will be communicated to the arbitrator and used to encourage a more timely decision. However, the Company is not prepared to hold the arbitrator to ninety (90) days.
- 6.12 If an Arbitrator decides that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and basic regular earnings less any amounts earned, or will put into effect any lesser

# settlement determined by the Arbitrator.

#### ARTICLE 7 - UNION NEGOTIATING COMMITTEE

7.01 The Company will pay a member of the Union Negotiating Committee (maximum five (5) members) at their base rate for eight (8) hours per day for each day the Committee member meets with the Company to negotiate the Collective Bargaining Agreement. Such employee(s) will be placed on day shift for the duration of negotiations. By mutual agreement, such employee(s) may be placed on 10 hour day shift such as four (4) x ten (10) hour shifts for the duration of negotiations and shall be paid for ten (10) hours. If a work stoppage or restriction is in effect, payment will not apply. Such hours will not be considered as time worked for the calculation of overtime payment.

#### ARTICLE 8 - SENIORITY AND JOB POSTING

- 8.01 a) The Company and the Union recognize that job opportunity and job security should increase with an employee's length of service with the Company. In all cases of promotion, demotion, training, transfer from one crew to another, layoff or recall, the senior qualified employee shall be entitled to preference except where otherwise provided herein.
  - b) 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.
  - c) When the services of individuals with special abilities or training are required and are not available within the Bargaining Unit, the Company may employ such individuals from outside the Bargaining Unit.
  - d) "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

e) In the event of a demotion caused by layoff, an employee with more than three (3) years' service in the job they were demoted from will retain their rate of pay on a "red circled" basis for a period of one year. No wage increases shall apply to the "red circled" rate.

If a demoted employee does not qualify for maintenance of rate because of their service, as above, they will qualify for the rate of any lower job they spent the most time at during the previous three (3) years.

Apprentices who are demoted will qualify for the rate for the job they held for three (3) years prior to entering the apprenticeship program. The maintenance of rate, as per this paragraph, will be for one year on a "red circled" basis as above

An employee who is laid off on a workforce reduction who meets the above qualifying criteria and is recalled will also be paid on a "red circled" basis from the time of recall to a maximum of one (1) year from the original date of lay-off.

8.02 a) "Seniority" as used in this Agreement shall be defined as:

General (or Company) – the length of continuous service with the Company since the employee's date of hiring, except as expressly provided herein.

Departmental – the total aggregate length of time an employee with continuous service has spent in a department since their last date of

- hire, except where it has been adjusted as per Article 8.08(b). The aggregate time refers only to permanent employees holding a permanent position in the department.
- b) If two or more employees begin work for the Company on the same date, their general seniority will 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.
- 8.03 An employee's seniority will be lost when;
  - a) they voluntarily quit, or
  - b) they are discharged, or
  - c) they are laid off for a period equal to their seniority or twenty- four (24) months whichever is lesser, (minimum of twelve (12) months), or
  - d) they fail to return to work within the required time after lay-off, unless they give a reason satisfactory to the Company for such failure to return to work, or
  - e) they fail to return to work immediately upon completion of an approved leave of absence, unless they give a reason satisfactory to the Company for such failure to return to work, or
  - f) they are absent without leave for three (3) consecutive working days. Their absence will be considered as a voluntary separation or "quit without notice".
- 8.04 In any reduction of work force or recalling after lay-off (except lay- offs of six (6) days or less) the Company shall consider the following two (2) factors in determining which employee or employees shall be laid off or recalled:

- a) The Company Seniority of each employee concerned:
- b) The qualifications of each employee concerned to meet the normal requirements of the job.

A reduction in the number of employees in a classification in a Department is deemed to be a workforce reduction and the process outlined in 8.05 will be followed for employees affected by such a reduction.

8.05 a) In any reduction of the workforce, for more than six (6) days and less than six (6) months, employees with the least Company seniority will be laid off, except that the Company will not be required to retain an employee because of their Company seniority unless such 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.

However, a senior employee will be entitled to a 3-day familiarization period in one of the existing vacancies dependent upon the following:

- (i) It is understood the Company may refuse to grant the 3-day familiarization period if it can demonstrate that the employee could not meet the requirements of the job even if a 3-day familiarization period were granted.
- (ii) For employees laid off for greater than six (6) days but less than sixty-three (63) days, to be eligible for the 3-day familiarization period, an employee must have been trained and worked a minimum of two hundred (200) hours (which are not in addition to training hours), in the job within the past four (4) years and the employee had previously worked beyond the disqualification period

in 8.14 in the job.

- (iii) For employees laid off for greater than sixtythree (63) days but less than six (6) months, to be eligible for the 3-day familiarization period, an employee must have been trained and worked a minimum of three hundred (300) hours (which are not in addition to training hours), in the job within the past five years and the employee had previously worked beyond the disqualification period in 8.14 in the job.
- (iv) An employee who fails to meet the requirements of the job during the 3-day familiarization period in a job above Job Class 8 will be eligible to displace a junior employee in a position at or below Job Class 8 (excluding Apprenticeship jobs) or Wagonmaster, Dispatch and Chute Operators, on the basis of Company seniority.

An employee who was assigned to their job in accordance with the provisions of Article 17.01 shall not be subject to the bumping provisions in this Article except where the employee does not have enough Company Seniority to remain on site. This protection only applies if the employee's job still remains following the reduction.

- b) Within each Department affected by the reduction, the Company will determine the specific positions required, and employees will be reclassified to available positions within their Department on the basis of qualifications and Company seniority.
- c) If there are vacancies available in departments due to the reduction of employees by Company seniority, employees who have been unable to remain in their respective Departments will

be assigned to fill such other vacancies on the basis of qualifications and Company seniority, except that a journey**person** may displace junior employees in the same trade in another department providing they are qualified and meet the full requirements of the position.

d) The reasonable trial or training period as referred to in Article 8.01(d), does not apply in the case of layoff or recall, except for permanent reductions in the workforce, or lay off in excess of six (6) months, as outlined below.

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 8.05 (c) at the time of the reduction, will be allowed a reasonable trial or training period not exceeding two hundred and forty (240) working hours in one of these vacancies for which they are eligible based on Company Seniority. If an employee fails to meet the requirements of the job during the trial and training period they will be laid-off or may displace a junior employee at or below Job Class 8 on the basis of Company seniority. If an indefinite layoff 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 two hundred and forty (240) hour trial or training period as outlined above

e) Subject to Article 17.01, and the paragraph below, when it is determined that a subsequent permanent vacancy is to be filled, qualified employees who have been displaced from the job in question, as a result of a workforce reduction, within the twenty- four (24) months

prior to the date the vacancy is being filled and who are working on site on a permanent basis, will be offered the vacancy on the basis of Company Seniority.

If the vacancy is in a Line of Progression, the most senior employee who has been displaced from the job in question, or a higher job in the Line, will be offered the vacancy. If the employee declines the vacancy, they will lose any options provided by this clause and the Company will not be required to offer them any future vacancies in that job classification. If the employee was being paid at a red-circled rate, that will cease at the time of refusal.

If the vacancy cannot be filled as above, the provisions of Articles 8.13 and 8.18 will be followed and, where applicable, Article 8.05 (f). If the vacancy is in a Line of Progression, the most senior employee who has been displaced from the job in question, or a higher job in the Line, will be offered the vacancy.

- f) Employees will be recalled from layoff on the basis of their Company seniority and ability to meet the qualifications of the job for which they are being recalled.
- g) Except for jobs of a temporary or emergency nature, an employee being recalled will be sent notice by registered mail to the employee's last known address. It is the responsibility of any employee to notify the Company of any change in postal address. The employee shall notify the Company of their intention to return to work within five (5) days and shall return to work within ten (10) days from the mailing of such notice, or on the specified date of recall, if later. The employee shall lose the right of such recall on the failure to comply with these conditions.

- h) An employee may be granted an additional ten (10) days to return to work for reasons satisfactory to the Company. If they fail to return at the end of the ten (10) day extension, the employee shall lose the right of recall. This period will be extended if disability prevents immediate return if the employee notifies the Company of the disability within the ten day period.
- However, an employee recalled to a temporary assignment may refuse recall without loss of subsequent recall rights.
- j) An employee who returns to work following recall and is subsequently laid off will again qualify under the provisions of Article 8.03 (c).
- k) If at the time of a layoff the Company gives an employee a definite date in writing upon which they are to return to work, further notice of recall will not be required and the employee shall lose the right of such recall, subject to Article 8.05 (g), if they fail to return on the date specified.
- An employee may elect layoff in lieu of a demotion to a lower job classification without loss of subsequent recall rights.
- m) An employee with **three (3)** or more years of Company Seniority who is laid off as a result of technological change, as defined by the Saskatchewan Employment Act, shall receive a severance payment of one week's pay at the employee's base wage at the time of layoff, for each complete year of accumulated service prior to this lay-off, up to a maximum of thirteen (13) week's 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 pro rata amount of the severance payment based upon the date of

recall. 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 affect one or more employees.

An employee who is demoted due to a technological change will maintain their base rate for a maximum of eighteen (18) calendar months from the original date of demotion providing they have three 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.

- n) In the event of a permanent reduction in 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.
- 8.06 a) 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) week's notice if the employee's period of employment is less than three (3) years;
  - three (3) week's 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 will pay the employee's base rate for that portion of the notice period in respect of which notice was not given.

- b) 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.
  - 3. The employee electing layoff has,
    - a) For lay-offs between July 1 and September 30, no restrictions.
    - b) For lay-offs between October 1 and December 31, a maximum of one hundred and twenty (120) hours of unused or eighty (80) hours unscheduled vacation at the end of the lay-off period.

- c) For lay-offs between January 1 and March 31, a maximum of eighty (80) hours of unused or forty (40) hours unscheduled vacation at the end of the lay-off period.
- d) For lay-offs between April 1 and June 30, no unscheduled vacation at the start of the lay-off.
- e) For lay-offs that span two different timeframes 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.
- 8.07 TRANSFERS: If the transfer of an employee from one department to another is required by the Company for the efficient conduct of operations, the employee, upon completion of three (3) months from the date of their transfer, shall elect:
  - a) to remain in the department to which they were transferred and their departmental seniority shall be from the date of their transfer, or
  - b) to return to the department from which they were transferred, and their departmental seniority shall include the departmental seniority acquired in the department to which they were transferred.

The Company will place such employee in a job classification equal to, or higher than, the job

- from which they were originally transferred.
- 8.08 a) If the transfer of an employee from one department to another is required by the Company because of considerations of health, their departmental seniority in such other department shall be deemed to be equal to their departmental seniority in the department from which they were transferred.
  - b) An employee who is displaced from one Department to another on a workforce reduction and is unable to return to their original Department as per Article 8.05 (e) will, if they choose to do so, have their Departmental Seniority adjusted to include their Departmental Seniority from their original Department. The adjustment will be made twenty-four (24) months following the date they were placed in the new Department and they will no longer have seniority in the original Department.
- 8.09 TEMPORARY VACANCIES: A temporary vacancy is one which lasts four hundred and eighty (480) hours or less. This can be extended by mutual agreement.
  - a) A temporary vacancy occurs when an employee is absent from work in the case of sickness, vacation, leave of absence, or a vacancy caused by a successful bid of an incumbent prior to the vacancy being filled permanently.
  - b) When a temporary employee is hired to fill a temporary vacancy, as defined in Article 8.09
     a), the Union will be advised of:
    - 1. The Classification being filled
    - 2. The expected date of hire
    - 3. The date of termination of the temporary employee

- 8.10 TRAINING: To the extent consistent with efficient operations, a senior 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.
- 8.11 If the senior employee in a job classification or assignment refuses to avail themselves of training opportunities or refuses a promotion, for each promotional opportunity, the Company may assign a less senior employee in that job classification or assignment to another shift or assignment consistent with their departmental seniority and qualifications if required to allow for promotional opportunities for other employees. "Promotion opportunities" as used above also refers to the additional skill assignments in the Plant Department.
- 8.12 FILLING A TEMPORARY VACANCY: A temporary vacancy as defined in Article 8.09 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.
  - When filling temporary vacancies, the Company will determine in a fair and equitable manner the qualifications of an employee to fill the particular vacancy, which exists.
- 8.13 FILLING A PERMANENT VACANCY: A permanent vacancy shall be filled in accordance with the following sequence:

- a) firstly in accordance with the Lines of Progression as contained in the Exhibits (a) to (g) of this Agreement based on departmental seniority, (in the event that more than one vacancy exists in a line of progression, the vacancies will be filled so as to maximize the advancement opportunities of employees with the most departmental seniority).
- b) secondly, general seniority subject to the job bidding in provisions of Article 8.18.

If qualified employees are not available within the Bargaining Unit the permanent vacancy may be filled from outside the Bargaining Unit.

An employee awarded a permanent vacancy shall be entitled to a reasonable training period as designated in notes to Appendix C and D and lines of progression.

8.14 QUALIFYING ON THE JOB: If within two hundred and forty hours (240) working hours an employee working in a new job classification or assignment voluntarily disqualifies themselves, they shall return to their last classification and assignment if the job assignment still exists. There is no voluntary disqualification period for a temporary vacancy. There is no voluntary disqualification period for an employee who has previously worked in the classification in the previous ten (10) years.

Within two hundred and forty (240) hours worked, 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 months however, the employee needs to provide satisfactory proof to the company to demonstrate the employee has taken the necessary steps to warrant further eligibility.

- 8.15 TRANSFER OUT OF THE BARGAINING UNIT:
  Nothing in this Agreement shall be construed to prevent the transfer of an employee who is a member of the bargaining unit to a position not included in the bargaining unit, or vice versa. In the case where such a transfer is temporary in nature (not exceeding six (6) months in duration), the employee shall continue to accumulate both company and departmental seniority. In the event the transfer is for more than six (6) months, the employee shall lose all retained seniority. The six (6) month limit may be extended by mutual agreement of the parties, in writing.
- 8.16 DEPARTMENTS AND SENIORITY LISTS: For the purpose of applying the provisions of this Agreement, the departments shall be as follows:
  - a) Mine Operating Department
  - b) Mine Maintenance Department
  - c) Mill Operating Department
  - d) Mill Maintenance Department
  - e) Loadout Department
  - f) Warehouse Department
  - g) Safety Department
- 8.17 The Company will prepare lists of the employees showing the respective dates of their last entry into the Company's service and into their present department. Such lists shall be posted and remain for a period of three (3) weeks for the express purpose that any employee may make a complaint as to the correctness of the date of their last entry into the Company's service or into their present department. At the end of this three (3) week period, the lists, including any corrections that have been made, shall become final, if such corrections are accurate. Seniority lists shall be revised and posted quarterly. A copy of the corrected list will be supplied to the Union.

- 8.18 JOB POSTING: All permanent job vacancies in sub-section (a), (b), (c), (d) and (f) will be posted for Company wide bidding, subject to Article 8.13. Sub-section (e), Apprenticeship job vacancies will be posted for Company wide bidding.
  - 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 "A" to "G" of the Agreement.
  - d) Permanent day shift maintenance job assignments.
  - e) An apprenticeship job vacancy.
  - f) All permanent day shift vacancies that cannot be filled from the Line of Progression, including those below bid level, will be posted.

Notice of the vacancies as defined above shall be posted for six (6) 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.

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 sixth (6th) day of posting. A shop steward may file a bid on behalf of an absent employee.

Job bids submitted within the six (6) day posting period shall be considered in filling the vacancy. The vacancy shall be awarded to the senior qualified applicant. The name of the successful bidder will be posted within five (5) days following the end of the bidding period, and a copy of all applications sent to the Union.

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. Seniority in the new department shall begin the day the award is posted. 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 at the thirty-first (31st) day, provided the new rate of pay is higher than the bidder's present rate.

An employee who bid and was awarded the job may not bid on another vacancy within six (6) months of posting of their name as a successful bidder unless the new vacancy posted is for an apprenticeship or maintenance progression vacancy and their prior successful bid was on a non-apprenticeship or non-maintenance progression vacancy.

The permanent vacancy notices as provided for above will be posted on a bulletin board provided for that purpose in the Dry area. Bids on these permanent vacancies shall be deposited in the Bid Box located in the Dry area.

Vacancies in job classifications that require job posting, will be posted prior to the hiring of personnel from outside the Bargaining Unit.

Any vacancies in job classifications that require job posting, 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 the vacancy.

8.19 If any employee who has been selected to fill a vacancy posted in accordance with the provisions of this Article applies for and is selected to fill another vacancy before they take up the first position then the first vacancy need not be posted again but may be filled in accordance with this Article from among

the original applicants.

The provisions of this Article (8.20) will apply 8.20 during normal operating periods. Except for the initial orientation period, the junior tradespersons in a Department are required to be on shift until they have enough Departmental seniority to get off shift. However, a more senior tradesperson in the Department may elect to go on shift if a vacancy exists or through mutual exchange with the most senior tradesperson on shift who desires to get off shift. Also, a senior tradesperson on shift may elect twice each year (January or July) to return to day shift providing there still is a junior tradesperson on day shift. In the event there is an inventory correction in January or July, the election may be made within one month following start-up.

Where an employee group chooses to follow a rotational pattern it will be exempt from these provisions until such time as the rotation is discontinued.

### **ARTICLE 9 - PROBATIONARY EMPLOYEES**

- 9.01 Notwithstanding anything to the contrary contained in this Agreement, an employee, including a temporary employee shall be considered to be a probationary employee and they shall not have seniority until they have actually worked six hundred and forty (640) hours, within a period of twelve (12) consecutive months, at which time they shall become entitled to company and departmental seniority dating from their last hiring with the Company. The Company will provide the employee and the Union with a copy of all written evaluations completed during the probationary period. The probationary period may be extended by mutual agreement of the parties.
- 9.02 A probationary employee may take advantage of the Grievance Procedure however, may be terminated

at the sole discretion of the Company for general unsuitability.

### **ARTICLE 10 - TEMPORARY EMPLOYEES**

- 10.01 A temporary employee is one who has been hired for work of a temporary nature, or because of a temporary increase in production schedules. It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee.
- 10.02 A temporary employee will become entitled to seniority on completion of their probationary period. They may use their seniority to bid on posted permanent vacancies; however, they may not use their seniority to displace another employee so long as they are classified as a temporary employee. A temporary employee will be given full consideration for permanent employment should a vacancy occur prior to completion of the probationary period. Temporary employees shall be enrolled in the Company's benefit plans when eligible.
- 10.03 If and when a temporary employee becomes a permanent employee they shall, if they have completed their probationary period, become entitled to company seniority dating from their last hiring by the Company and to departmental seniority dating from their last entry into the service in their department.

A temporary employee, upon reaching 1300 hours worked in any two (2) year period (even if not consecutive ie. a break in service), will be classified as permanent and will be eligible for benefit coverage in the same manner as a permanent employee.

### ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 An employee will be granted a leave of absence without pay for personal reasons for up to fourteen (14) days, if
  - a) The employee requests in writing from the Company one (1) week in advance of the absence, and;
  - b) The leave is for good reason and;
  - The leave does not interfere with the company's operations. (An extension shall be granted for good and sufficient reason.)

In considering the above criteria, the Company will also consider an employee's vacation and banked time

In an emergency situation, such leave may be granted upon a verbal request and such leave shall be confirmed by the employee in writing at a later date.

- 11.02 If an employee on leave of absence accepts employment, except as provided in this Article, it shall be deemed that they have voluntarily quit without notice their employment with the Company.
- 11.03 The Company will grant an employee a leave of absence without pay up to one (1) year without loss of seniority to work in an official capacity for the Local or International Union. The employee and the Union must request the leave in writing. The leave may be extended for an additional one (1) year period upon written request of the Union. Only one (1) employee may be absent on such leave at any one time.
- 11.04 a) An employee who has been elected or appointed by the Union to attend a Union Convention or Conference shall be granted a leave of absence without pay for this purpose. This leave can be denied if the employee position cannot be

filled with coverage. The Union will request the leave of absence for the delegate or delegates in writing at least one (1) week in advance. Only five (5) employees (maximum two (2) employees from any one (1) department) at any one time will be granted such leave of absence.

- b) The Union President, Vice-President, Recording Secretary, Treasurer, Financial Secretary will be granted time off, without pay to attend the regular evening monthly Union meetings of the executive and the membership. Wherever possible, two (2) weeks' notice of required leaves will be given to the Company.
- 11.05 If the Company is given at least one (1) weeks' notice in writing, a leave of absence, without pay, will be granted to an employee acting as a steward, or officer of the Union, or Chairman of Standing Committees not to exceed eight (8) in number (maximum two (2) employees from any one (1) department) to attend one of the Union's labour seminars. Wherever possible, two (2) weeks' notice of required leaves will be given to the Company.
- 11.06 a) There are special and unusual circumstances when an employee will be granted time off with pay. Under such special circumstances an employee may be granted sixty-four (64) hours off in any calendar year, except for the first year of employment. Approval of the employee's supervisor must be obtained prior to the absence to be eligible to receive time off with pay. In the event the employee cannot contact their immediate supervisor, approval may be obtained from another supervisor in the employee's work area. In an emergency situation, exceptions to the prior notification requirements may be made for justifiable reasons.

Employees will be entitled for days under this section after one (1) year of employment. For the first year of employment days will be prorated to the end of the calendar year of eligibility. A new hire will receive an allotment of 2.5 hours for each full pay period remaining in the calendar year. The allotment will be available for use on the first work day following completion of the probationary period.

Temporary hires will be allotted sixteen (16) hours entitlement each quarter in which at least thirty (30) days of continuous employment is provided. The allotment will be available following completion of the first month or on the first day following completion of the probationary period, whichever is later (maximum sixty-four (64) hours per calendar year). This formula will also be followed for these employees on subsequent recalls.

The following are the only reasons for granting time-off with pay:

- 1. Illness of employee.
- Serious illness of a member of employee's immediate family that requires the employee's presence at home.
- 3. Immediate family is defined as spouse, common law spouse, parent, sibling, step parent, step sibling, child, foster child, foster parent, legal ward, legal guardian, parent-in-law, sibling-in-law, grandchildren, and the grandparents of the employee or their spouse.
- If the employee has retained banked sick hours as noted below, pay for the employee's wedding day may be utilized from the retained banked sick hours.
- 5. If the employee has retained banked sick hours as noted below, up to two (2) consecutive regularly scheduled days for

the birth of the employee's child may be utilized from the retained banked sick hours. One of the days being the day of the birth.

6. For medical and dental appointments not Company arranged.

If there is any dispute on the validity of the reason for a request for time off with pay, the employee shall provide a medical certificate or other such satisfactory proof of the reason for their absence.

Abuse of the provisions of this clause by an employee (e.g. An employee calls in sick and was not sick) will result in the cancellation of any benefits conferred by this clause and is subject to discipline procedure.

At the end of each calendar year, the unused portion of sixty-four (64) hours time-off-with-pay will be accumulated from year to year. Upon reaching twenty four (24) retained banked sick hours, the excess time will be converted to a dollar amount (i.e. number of excess hours X basic hourly rate, less any applicable deductions) and deposited into the bank account of each Employee no later than the third pay period of each calendar year.

In the event of accident or sickness of the employee, a minimum of twenty-four (24) accumulated unused hours will be utilized prior to the employee becoming eligible for the Company's Short-Term Disability Plan benefits, however if the employee does not have twenty four (24) hours, access to the Company's Short-Term Disability Plan benefits does not commence until after the equivalent twenty-four (24) regularly

scheduled hours following the accident or sickness.

At the employee's option, additional retained banked sick hours may be utilized prior to the Short-Term Disability Plan benefits to a maximum of one (1) week.

- b) 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" as defined in Article 11.06 a) (4) shall receive Bereavement/Funeral Leave of Absence benefits subject to c), d), e) and f) below:

- c) 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.
- d) 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.
- e) 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.
- f) The benefits due such employee shall be computed on the basis of the number of regularly scheduled hours (8, 10, or 12 hours) per shift at straight time base rate for their job classification excluding premium pay.
- g) At the discretion of the Company, benefits under Article 11.06 d) above may be approved in unique and special circumstances involving family members beyond those identified in

### Article 11.06 a) (4).

### 11.07 Jury and Witness Duty:

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 all premiums, for the hours missed, not to exceed eighty (80) hours averaged over a two (2) week period.

The employee shall notify the company at least twenty-four (24) hours in advance of the day that they are to report for Jury Duty or as a Witness, and shall provide proof of such service. When an employee is excused from Jury or Witness duty on a scheduled workday, they shall notify their Supervisor and report for work on their regular shift unless a conflict between Jury or Witness duty and scheduled working time prevents their reporting for work.

- 11.08 An employee who cannot report for work on their regularly scheduled shift shall communicate with their immediate Supervisor prior to the start of their shift. If it is impossible to communicate with their immediate Supervisor, they must communicate with a Supervisor in the area or Central Control Room. The employee must receive confirmation from the Supervisor that the communication has been received.
- 11.09 The Company will grant an employee a period of sixty (60) days unpaid leave of absence subject to at least forty-eight (48) hours written notice of such requested leave to seek the nomination and/ or run as a candidate in a Federal, Provincial or Municipal election for public office. On election, the leave will be extended for additional one (1)

year periods upon written request of the employee. The employee is required to return to work within fourteen (14) days following the expiration of the term of office or another mutually agreed date.

### 11.10 Educational Leave:

When an employee wishes to further the possibility of their 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:

- a) The employee requests the leave in writing at least thirty (30) days in advance.
- b) The employee has at least three (3) years of seniority.
- The leave is not for a period in excess of ten months.

The number of employees granted Educational Leaves of Absence from any department at any one time may be restricted by the Company so as to not interfere unduly with the operations of that department.

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 their employment may be terminated by the Company.

- 11.11 For all Leaves of Absence under Articles 11.03, 11.09, 11.10, the following conditions shall apply:
  - All employees' privileges except the right to be reinstated, the right to benefits as indicated, and the right to the grievance procedure, shall be forfeited.
  - After thirty (30) days leave, should the employee wish to maintain benefit coverage under the following plans, the employee will be required to pay the full premium costs of such benefits, i.e. Life and Disability Insurance, Accidental

Death and Dismemberment Insurance, Medical Services Insurance, Extended Health Benefits, etc.

- The Company may require the employee to have a medical examination before and after the Leave of Absence.
- 4. The period of leave shall be included in determining the employee's seniority.
- The employee shall return to their previous job on completion of the leave provided they are entitled to such job by their seniority.
- 11.12 An employee who is granted a leave without pay and qualifies for Employment Insurance (EI) compassionate care leave shall have benefit coverage maintained and premium cost paid by the Company for the following benefits: extended health and dental, life, AD&D, Group Extended Health Benefits (M.S.I.) and long-term disability (employer portion).

Such benefit coverage shall be limited to the period for which the employee qualifies for EI compassionate care leave, including the applicable waiting period.

### 11.13 Payroll Buy Back

For approved Leaves of Absence requested under Articles 11.04 and 11.05 not to exceed fourteen (14) calendar days, the Company agrees to pay the employee their base wage for the scheduled work time missed and bill the Union for the amount plus twenty five percent (25%). 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.

## 11.14 Domestic/Interpersonal Violence Leave

The Company and Union recognize that employee's 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 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 a consecutive or single day or as a fraction of a day, upon approval.
- Employees accessing this leave will not have this time counted towards any absenteeism program.

### **ARTICLE 12 - VACATIONS WITH PAY**

- 12.01 An employee with less than one (1) year of continuous employment as of June 30, or the appropriate pay period ending at this time as determined by the Company, shall be granted an annual vacation of ten (10) working hours per month of service, but not to exceed one hundred-twenty (120) working hours and vacation pay of six percent (6%), of their total earnings during the vacation period.
- 12.02 The cut-off for vacation pay purposes shall be the end of the last pay period ending before June 17th of each year. Any excess of available vacation earnings as determined by multiplying entitled vacation hours times the employee's base rate as of the cut-off date will be paid out the first pay period of July each year. Employees with insufficient earnings, due to lay-off will have their vacation entitlement reduced per Article 12.12.

The balance of available vacation earnings will be paid in the applicable pay period as entitled vacation hours are taken. The time is taken at the employee's base rate at the vacation cut-off day but in no case more than the rate determined by the employee's available earnings divided by their entitled vacation hours.

#### VACATION

### VACATION PAY (based on gross earnings during entitlement year)

One or more years, but less than six years	120 working hours	6.0%
Six years, but less than seven years	128 working hours	6.4%
Seven years, but less than eight years	136 working hours	6.8%
Eight years, but less than nine years	144 working hours	7.2%
Nine years, but less than ten years	152 working hours	7.6%
Ten years but less than fifteen years	160 working hours	8.0%
Fifteen years or more	200 working hours	10.0%

- 12.03 Vacations will be granted in accordance with the Saskatchewan Employment Act.
- 12.04 All vacations must be taken at a time satisfactory to the Company and will be arranged, when possible, in accordance with the wishes of the employees.

A vacation maintenance shutdown may 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 maintenance shutdown not later than April 1, of that year.

In accordance with past practice, Vacation Maintenance Shutdown work in a Department will be allocated to employees in the Department, subject to Company Seniority and qualifications, and vacation requests received within the time frame specified in Article 12.05.

12.05 Company Seniority, subject to Article 12.04, will be given every possible consideration for vacation requests received prior to April 15th. It is understood that the requirements of the Vacation Maintenance Shutdown may take precedence over vacation requests and any previously approved vacation for periods before, during, or after the Shutdown may be cancelled due to this precedence.

All decisions for vacation requests made prior to April 15th must be returned to employees on or before May 30th.

- 12.06 Vacations can be cumulative and carried over only to the vacation year immediately following. Such cumulative vacation must be by mutual agreement of the Employee, the Union and the Company in writing. The Union will be furnished with a copy of such Agreement when made.
- 12.07 Employees will not be paid in lieu of vacation.
- 12.08 If a Public Holiday as designated in Article 13 occurs during an employee's vacation period, they shall receive an additional day of vacation and shall be paid for the Public Holiday. An employee's vacation period will be defined as commencing from the employee's last day of work until the employee's first day back to work.
- 12.09 A vacation Bonus of two hundred (\$200) dollars will be paid to eligible employees who have accumulated one (1) full year of continuous service prior to the entitlement date of July 1. A vacation Bonus of Two Hundred and fifty (\$250) dollars will be paid to eligible employees who have accumulated five (5) full years of continuous service prior to the entitlement date of July 1. A vacation Bonus of three hundred (\$300) dollars will be paid to eligible employees who have accumulated ten (10) full years of continuous service prior to the entitlement date of July 1.

- 12.10 a) Employees who were absent and on Workers' Compensation, or those employees with more than one (1) year's service who were absent and on Accident and Sickness benefit who worked in a vacation year but were absent for more than thirty (30) consecutive days during that vacation year will have their accrued vacation pay topped-up to a maximum of fifty-two (52) weeks on any one disability. The employee will have their accrued vacation pay topped-up to an amount equal to the employee's base rate at the time of disability multiplied by the employee's annual vacation entitlement in hours (e.g.  $$40.00 \times 120 \text{ hours} = $4,800$ ). The top-up will be less any previously accrued vacation. The adjustment will not apply for any period in which the employee would have been laid off had they not been on such disability.
  - b) Employees who are absent in attendance at Apprenticeship School in accordance with Appendix B 1.02, will have their gross earnings for vacation adjusted based on the number of working hours lost during such absence and the base rate excluding all differentials, which would have been applicable during the absence.
- 12.11 In the event that an employee becomes disabled for twenty-four (24) or more consecutive work hours during their scheduled vacation period, the employee may submit a Short-Term Disability claim subject to the normal approval procedure. If approved, the unused vacation will be rescheduled within the vacation year following the principles in Article 12.04.
- 12.12 When an employee's vacation pay is reduced in a vacation year due to lay-offs, the following adjustment in vacation hours will be made:

Reductions in vacation pay for reasons other than lay-off will not impact on this provision:

- 1. The gross amount of vacation pay for the applicable vacation year will be divided by the employee's base rate at the vacation cut-off date in Article 12.02. The resulting "Adjusted Vacation Entitlement" (AVE) will become the employee's vacation entitlement if it is less than the amount specified in Article 12.02.
- If an employee is not required to work during the specified vacation maintenance shutdown and their "AVE" total is not enough to cover that period, they will be considered on lay-off for the shortfall for the purpose of Employment Insurance and related programs.
- An employee described in 2. above will not be considered on lay-off for the purpose of Article 8 or any other article in this Agreement except for any period where their normal entitlement falls short of the vacation shutdown period.
- 4. During the remainder of the vacation year, an employee wishing additional vacation time off, once the "AVE" is exhausted, may request vacation without pay (for the difference between normal entitlement and the "AVE") which will be granted subject to the provisions of Article 12. This time will not be treated in the same manner as that in 2, above.
- Vacation pay will be paid out on the basis of the above noted base rate as the "AVE" is taken.

### **ARTICLE 13 - PUBLIC HOLIDAYS**

13.01 a) The following days will be observed as Public Holidays:

New Year's Day Family Day Good Friday Victoria Day July 1 (Canada Day)

First Monday in August (Saskatchewan Day)

# Labour Day National Day for Truth and Reconciliation Thanksgiving Day Remembrance Day

Christmas Day Boxing Day

b) In the event a Public Holiday falls after an employee is laid off, they shall be paid eight (8) hours at their basic hourly rate for the Holiday providing they worked, or was on approved vacation leave, at least one (1) complete shift during the fourteen (14) calendar day period immediately prior to the Holiday. In addition, if an employee is eligible to receive pay under this clause for Christmas Day, they shall also be paid for Boxing Day and New Year's Day.

This provision does not apply to an employee who is eligible for disability or Workers Compensation benefits when the holiday falls.

- 13.02 If an employee is scheduled to work on any or all of the Public Holidays and the Company does not require them to work because they are given the day off on any or all of the Public Holidays, they shall be entitled to their regular wages exclusive of overtime for that day were that day not a holiday.
- 13.03 If an employee does work on any or all of the Public Holidays, they shall be paid eight (8) hours at their basic hourly rate and be paid two (2) times their basic hourly rate for all hours worked.

Employees who work on a Public Holiday (or the date a Public Holiday is observed) may bank the eight (8) hours Public Holiday pay at straight time, in lieu of payment. Such time will be included in the forty (40) hour shortened work day bank in Article 14.17. Employees may bank up to a maximum of forty (40) hours of public holiday pay per year (May 1 – April 30), subject to available room in the shortened work day bank.

- 13.04 When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday, then the Monday following such day shall be observed as New Year's Day, Christmas Day or Remembrance Day for the purposes of Article 13.01; and further when Christmas Day is moved to the following Monday then the next day, Tuesday, shall be observed as Boxing Day for the purposes of Article 13.01.
- 13.05 This Article shall not limit the right of the Company to schedule an employee to work on any such Public Holiday. However, the Company agrees that the number of employees required shall be minimized as far as practicable without interfering with the operation.
- 13.06 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 any employee is eligible to receive pay for Christmas Day, they shall also be eligible for Boxing Day and New Year's Day.

13.07 The workweek is to be reduced by eight (8) hours for each holiday listed in Article 13.01 for the purpose of pay calculations only.

For the purposes of administering this article only, **vacation and** paid rest time as per Article 14.09 c) shall also be counted toward overtime hours.

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.

### ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 The Company does not guarantee to provide work for any employee nor to maintain the work week or working hours, unless the employee is transitioning between schedules and requests to be made whole.
- 14.02 A day means a period of twenty-four (24) consecutive hours commencing with the start of an employee's scheduled shift.
- 14.03 The workweek shall be the period commencing midnight Saturday, and ending at midnight the following Saturday.
- 14.04 Hoisting and lowering schedules for employees working underground will be arranged to accommodate the scheduled shift for that day from collar to collar but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of two (2) times the employee's basic hourly rate, but such time shall not be considered to be time worked
- 14.05 An employee shall be paid two (2) times their basic hourly rate for time actually worked (including paid rest time not worked due to the application of Article 14.09 c)), in excess of their daily scheduled hours or for hours worked in excess of the hours of the averaging provision in effect.
- 14.06 If an employee is required by the Company to work their scheduled day off, they shall be paid two (2) times their basic hourly rate for all hours actually

worked on their scheduled day off.

A scheduled day off shall be defined as starting when the employee has completed their scheduled shift.

- 14.07 a) If an employee's scheduled days off are changed with less than twenty-four (24) hours' notice prior to commencement of their days off, they shall be paid at two (2) times their basic hourly rate for the first day worked of their previously scheduled days off.
  - b) Where a laid-off employee is recalled to work on a temporary basis with less than eight (8) 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
- 14.08 There shall be no "pyramiding" of overtime.
- 14.09 a) When an employee is called out to work after they have left site and less than twelve (12) hours notice is given, they shall receive the greater of, a payment of twenty-five (\$25.00) dollars or the CRA prescribed perkilometre rate traveled from their place of residence (maximum one hundred-twenty (120) kilometers per round trip). The union will be notified of any changes to the Corporate travel allowance

They shall be paid six (6) hours at their basic hourly rate, or two times (2) their basic hourly rate for all hours worked, whichever is the greater; provided, however, that when such work continues into the employee's regular work shift, such work prior to their regular work shift shall be paid for at two (2) times their basic hourly rate, and their regular work shift shall be paid for at the basic hourly rate for the hours worked.

This minimum guarantee shall also apply to an employee who reports for work for pre-arranged overtime, unless they are told in advance not to report.

- b) An employee so called out shall not be required to perform routine work, after they have completed the work for which they were originally called out, excepting that they may be required to perform other emergency work consistent with their skills which has arisen from the time of the callout or arises during the period of the callout. If an employee is called back to work after their regular shift, while in the parking lot or beyond, callout provisions will apply.
- c) An employee who 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, will not be required for their regular shift that day until ten (10) hours have elapsed from the time they finished callout work. They will be paid at their base straight time rate for any time missed on their regular shift due to this provision. In addition to the above rest period, an employee will be granted an additional two (2) hours leave without pay upon request.

If the employee has less than two hours left in their regular shift after the required ten (10) hours rest period, they will not be required to work the remainder of the shift and they will not receive pay for the additional time missed.

d) When callout continues into an employee's regular scheduled shift, an employee will be permitted to work to the end of their regular scheduled shift.

- 14.10 a) An employee who reports for work on their regular shift and was not told in advance not to report, shall be given their regular scheduled hours of work, or, at the Company's option, shall be given their scheduled hours of work pay at their basic hourly rate. When such employee has no transportation available, they shall be provided transportation to their residence.
  - b) This provision shall not apply to an employee who is returning to work after an unauthorized absence. This provision will not apply if 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 telephone number; or if they have no telephone.
- 14.11 The daily lunch period for an employee who is on a continuous shift schedule shall be thirty (30) minutes which will be paid as though the employee worked, during which time they shall continue all necessary supervision of machinery and maintenance of service.

The daily lunch period for an employee who is on a day shift schedule will be thirty (30) minutes, work station to work station, which will be paid as though the employee worked.

14.12 When an employee is required to work overtime for more than two (2) hours following scheduled shift, they shall be supplied a meal (up to \$20.00 dollar value). If the overtime will progress past another normal meal interval (approximately four (4) hours) a second meal will be provided. Employees shall be provided with a twenty (20) minute paid break to eat the meal provided.

Meals will not be provided for scheduled overtime work.

Supervisors shall have the option of allowing a meal allowance in the amount of twenty dollars (\$20.00) in lieu of a lunch break if the employee is in agreement. This will not be applicable if the overtime exceeds two and one half (2½) hours from the start of the overtime shift

- 14.13 When an employee is required to work unscheduled overtime and there is no transportation available, they shall be provided transportation to their residence.
- 14.14 The Company will post weekly work schedules on the Monday prior to the start of the workweek. The Company will not change these schedules for short periods (one week) in order to require employees to work at regular rates on days for which overtime would otherwise be payable. This article does not apply where a schedule is changed to replace an absent employee, or where Article 13.02 applies.
- 14.15 Overtime will be voluntary, except when an employee cannot be relieved or in the event of an emergency.
- 14.16 Overtime work will be distributed as equitably as is reasonably practical among employees normally performing the work. It is understood that this does not assume that each employee sharing overtime has received at any given time the same number of overtime hours but is the intent of the Company to keep such overtime as nearly in balance as is reasonably practicable under the circumstances.

The Company will maintain up-to-date records of overtime work for the purpose of equitable distribution and post balances on a monthly basis. In addition, the rules for administration of overtime, as agreed by the majority of the affected employees and the Company, will be posted. In all cases, the rules for administration of overtime shall include the following provisions:

- a) The records will be reset (zeroed out) on an annual basis; and
- b) Employees are not eligible to work overtime on the day they are sick.
- 14.17 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 OT 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 year (May 1 April 30) and will be applied for and granted similar to other leaves. (Example If an individual accrues forty (40) hours and utilizes eight (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.

If an employee is scheduled to work the shortened work day however does not work, the day shall be considered an eight (8) hour day for application of the collective agreement (e.g. If the employee utilizes vacation on this day, there would be eight (8) hours of vacation paid at the employee's basic hourly rate and only eight (8) hours of their entitled vacation hours would be utilized).

14.18 a) All employees shall be eligible to bank overtime at any time (including the time an employee is held over or called in early). Employees required to work overtime as part of their twelve (12) hour schedule shall remain eligible to bank those hours in accordance with Article 14.17. Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay

in accordance with Article 13.03.

- b) The combined bank for all banked overtime shall be forty (40) hours and shall not be replenished. The cap on banking overtime on a public holiday in Article 13.03 shall not apply.
- Granting of banked time will be assessed using the same criteria as a vacation request.
- 14.19 For OH&S, Union Management and Grievance meetings outside of employees work schedule, the time worked shall be paid at overtime rates and shall be considered time worked for the purposes of calculating overtime.

### 14.20 Shift Exchanges

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

# ARTICLE 15 - SAFETY AND OCCUPATIONAL HEALTH

15.01 The Union, Company and the employee(s) recognizing the benefits to be derived from a safe and healthy place of employment will all cooperate to make the Company a safe, clean and sanitary place to work. Safety and health are the responsibility of every person. Reasonable rules and regulations may be established and enforced by the Company for the health and safety of employees and the protection of Company and employee property, and to maintain clean and sanitary work areas. Failure to co- operate, being to the detriment of all employees, shall be deemed just cause for discipline.

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 Safety Committee or an Occupational Health Officer has ruled on the matter. The Company may assign alternate work to the employees until the matter is resolved. Employees should consult their Safety Manual for detailed provisions outlining the right to refuse unsafe work.

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.

It is agreed that there will be no discrimination against any employee by reason of the fact that the employee has exercised any right under this article.

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. 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.

Copies of minutes of monthly crew safety meetings will be distributed to the Co-Chairpersons and Union President. Copies of accident/incident reports will be distributed to the applicable Co-chairperson.

15.02 a) The Union shall appoint a Safety Committee composed of three (3) employees for the mine and three (3) employees for the plant. In addition, the Union may appoint alternate delegates to replace each of the six (6) regular delegates. The Union may appoint an additional alternate delegate for both the mine and plant to provide shift coverage when they are operating on a 4-shift schedule.

Members of the Safety Committee, or their appointed alternates, shall accompany the Safety Coordinator (or their designate if mutually agreed by the applicable Co-Chairperson) on a regularly scheduled inspection of their respective working areas, once each month and on the following basis:

- The Safety Committee member from the underground group shall inspect the underground areas.
- The Safety Committee member from the surface group shall inspect the surface areas.

Upon request to the Company, the applicable Co-Chairperson, or designate, shall accompany the Mine Inspector, or other such government inspector where the inspection impacts on the health and safety of employees.

b) The Surface Co-Chairperson of the safety committee shall accompany the safety committee on surface tours and the Underground Co-Chairperson of the safety committee

- shall accompany the safety committee on underground tours.
- c) The underground and surface committees shall meet as a joint committee at least once quarterly and shall tour at the request of either Co-Chairperson of the committee. The Committee Members will be given one-half (½) hour preparation time prior to each joint meeting to prepare an agenda.
- d) The Safety Committee shall act as a Safety Committee as prescribed in the Saskatchewan Employment Act, as amended.
- e) Employees on the Safety Committee shall not suffer loss of pay for time spent in the performance of these duties during their regularly scheduled working hours.
- f) If a committee member is on scheduled time off, they will be paid their basic hourly wages exclusive of differentials, for time spent in attendance at the meeting. Such time will be considered as time worked for the purpose of calculating overtime.
- 15.03 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 the shift.
- 15.04 The Company agrees to continue its present practices with regard to the supply of required personal safety equipment.
- 15.05 The Company shall replace an employee's clothing and/or footwear irreparably damaged as the result of an industrial accident or unusual incident and only where such damage is beyond normal wear and tear.
- 15.06 The Company agrees that any employee who is required by the Company to undergo medical examination during their regular working hours will not lose pay for the time spent obtaining the

- examination up to a maximum of three (3) hours at straight time rate.
- If an employee is required by the Company to provide 15.07 further medical information 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 information 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.

### **ARTICLE 16 - UNION SECURITY**

16.01 In accordance with the requirements of the Saskatchewan Employment Act, every employee, who is now or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in their employment, apply for, and maintain membership in the Union as a condition of their employment, provided that any

employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the Union shall, as a condition of their employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- a) The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be provided to the Union President, and
- b) Complete and sign a Union Assistance Plan card provided by the Union to the Company for such purpose, which will remain with the Local and is to be provided to the Union President.
- 16.02 During the term of this Agreement, the Company will deduct from the wages owing to each employee in the bargaining unit, (who has duly completed upon commencement of employment an assignment of wages for union dues), union dues, union initiation fees, fees and assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis.
- 16.03 The monthly remittance shall be accompanied by a completed USW R115 Form (Summary of Union Dues) and a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month, the total earnings for the month and the total number of hours worked. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.

A duplicate R115 Form and employee deduction statement shall be forwarded to the Union office at 325 Fairmont Drive, Saskatoon, SK S7M 5G7.

16.04 The Union agrees to indemnify and save the Company harmless from any liability or action, arising out of the operation of this Article.

16.05 The Company agrees to deduct one cent (1¢) for each hour worked from wages of employees in the bargaining unit and within two (2) weeks following such deductions pay the amount to the "Humanity Fund" by forwarding said deduction to:

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

Employee deductions are voluntary and may be cancelled at any time. However, employees wishing to cancel must provide two (2) weeks advance written notice of such cancellation to the Company.

16.06 The Company hereby agrees to deduct twenty dollars (\$20.00) from the wages of full time, active employees in the Bargaining Unit and remit same to the Union each time a participating eligible employee in the Bargaining Unit retires or dies. The sum of money deducted will be presented to the retiring employee or the surviving beneficiary, as applicable.

Employee deductions are voluntary and may be cancelled at any time by providing two weeks written notice of such cancellation to the Union. Cancellations are irrevocable. Payroll will be provided with advance notice of deduction requirements and cancellation.

- 16.07 Upon request from the Union, the Company will furnish to the Union a list of all employees and their home addresses.
- 16.08 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 incident. 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 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 Cory, Patience Lake, Lanigan, Rocanville or at the Vanscoy, Colonsay and Esterhazy Potash mines.

16.09 The Company will provide the Union with a furnished onsite office to perform their duties, as per current practice.

### **ARTICLE 17 - DISABLED EMPLOYEES**

17.01 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 ensure the disabled employee's return to work is as effective as possible. The Occupational Health and Safety Committee shall be advised on all light-duty work offered to any employee.

### **ARTICLE 18 - BULLETIN BOARDS**

18.01 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 signed by the President of the Union or in their absence an officer thereof. The Union or its members shall not otherwise post or distribute any kind of literature upon the property of the Company without first obtaining written approval of the Company.

### ARTICLE 19 - CO-OPERATIVE WAGE STUDY

- 19.01 The Co-operative Wage Study (C.W.S) Manual for the Job Description, Classification and Wage Administration, dated July 27, 1979 (herein referred to as "the Manual") is incorporated into this Agreement as APPENDIX "A" and its provisions shall apply as if set forth in full within this Agreement.
- 19.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions in this Agreement.
- 19.03 The Standard Hourly Wage Scale set forth in Schedule "A" and any increases thereto, shall become effective on the dates specified in Schedule "A"

The rates for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of this Agreement.

### TEMPORARY TRANSFER

19.04 An employee who is temporarily transferred from their regular job shall be paid the standard hourly rate of the job to which they have been transferred, provided such rate is not less than that of their regular job. If the rate of the job to which they are temporarily transferred, but not as a result of a layoff, is less than the rate of their regular job, they shall be paid the rate of their regular job during the period of such temporary transfer.

### **INCENTIVES**

- 19.05 Should the Company desire to install incentives to cover any jobs, the following shall govern:
  - The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives; and

b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

#### **GENERAL**

- 19.06 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.
- 19.07 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

# TRADE AND ASSIGNED MAINTENANCE CONVENTION

- 19.08 In addition to the provisions of the Manual for describing and classifying trade and assigned maintenance jobs the following shall apply:
  - a) The description and classification shall be carried out in accordance with the Manual.
  - b) The job classification of trade jobs, having been classified as in Paragraph (a), above, shall be increased by two job classes and the two job classes shall be incorporated into the total classification of the job.
  - c) The job classification of assigned maintenance jobs, having been classified at job class eleven or higher as in Paragraph (a), above, shall be increased by two (2) job classes which shall be incorporated into the total classification of the job.
  - d) Where a change in an existing job requires a new description and classification for a job on which this convention has already been applied, such job shall be reclassified in the same manner

as that followed prior to the application of this convention and the provisions of Paragraphs (a), (b) and (c), above, shall apply.

### TIME OFF FOR C.W.S. COMMITTEE

19.09 There shall be a committee known as the "C.W.S. Committee", consisting of three (3) employees appointed by the Union to represent the Union and three (3) persons appointed by the Company to represent the Company. Either party may change its representatives from time to time.

Meetings of the C.W.S. Committees shall be held as frequently as required at mutually agreeable times.

The Company agrees to grant time off from their regular work to the three (3) Union

C.W.S. Committee members to perform their C.W.S. responsibilities. This time off shall be considered as time worked and the Union Committee members shall:

- Accumulate any seniority to which they normally would be entitled;
- Receive their regular rate of pay from the Company as based upon a normal work week; and
- Return to their regular employment when their C.W.S. work is completed.

### **ARTICLE 20 - SUPERVISORS WORKING**

- 20.01 A supervisor's prime responsibility is to plan, organize and supervise the work of their employees. Supervisory and other out of scope personnel will not perform work normally done by a bargaining unit employee, except:
  - in emergencies for protection of Company property, and/or the safety and health of employees;
  - in the instruction and training of employees;
  - work of a research and development nature.

### **ARTICLE 21 - TOOLS**

- 21.01 The Company will issue the employee at no cost the tools required in the opinion of the Company for the performance of the work by the employee. The employee will sign for all tools at the time of issue.
- 21.02 The employee shall be responsible for all tools issued to them. All tools issued to the employee shall be returned in good condition, excusing fair wear and tear only, upon the request of the Company or upon termination.
- 21.03 The employee's supervisor may authorize the replacement of a broken or worn out tool, or a tool lost due to excusable circumstances.
- 21.04 Clothing and Boot Allowance

A clothing and boot allowance of **four hundred twenty-five dollars** (\$425) will be paid to employees of record as of July 1 of each year.

- 21.05 Work gloves will be provided, at no cost to the employee, and replaced when warranted on an exchange basis. A new employee will be issued a new pair of gloves at the time of hiring.
- 21.06 As is reasonable and practicable, the Company will supply 120V electrified parking on site for the purpose of vehicle heaters as per current practice.

### **ARTICLE 22 - WAGE DIFFERENTIALS**

22.01 Shift workers working on the Afternoon and Midnight shifts shall be paid premiums over and above their basic hourly wage rate as follows:

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 seventyfive cents (\$2.75) per hour

- 22.02 Employees shall receive an additional forty cents (40¢) per hour while working underground.
- 22.03 The Company will pay an employee who is scheduled to work on a Saturday or Sunday a premium for each hour actually worked on Saturday or Sunday as follows:

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

This is in addition to any shift or underground differential

### **ARTICLE 23 - NOTICE**

23.01 Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:

Nutrien, Allan Potash Allan, Saskatchewan S0K 0C0

To the Union:

United Steelworkers C.L.C. Local 7689 325 Fairmont Drive Saskatoon, SK S7M 5G7

- 23.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.
- 23.03 Either party may change its address for service of notices at any time by notice as above mentioned.

### **ARTICLE 24 - COPIES OF AGREEMENT**

24.01 The Company will arrange to have copies of this Agreement printed in a suitable booklet for reference of employees and make one (1) copy available to each employee. The Company will also arrange for the Union to have twenty (20) additional copies and an electronic version for the Union's use.

#### **ARTICLE 25 - TERMS OF THE AGREEMENT**

- 25.01 This agreement shall become effective the date of ratification and shall continue in full force and effect until midnight April 30, 2025 and from year to year thereafter unless written notice is given as provided by Article 25.02.
- 25.02 On written notice of not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement either party to this Agreement may give notice to require the other party to enter into negotiations for a new Agreement, as per the Saskatchewan Employment Act.
- 25.03 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.

In Witness Whereof the parties hereto have executed this agreement this 29th day of November 2023.

#### SIGNED FOR:

**United Steelworkers Local 7689** 

Jason Prokopchuk,

President

Ray Felly Ray Felling.

**Negotiating Committee** 

**Negotiating Committee** 

**Negotiating Committee** 

Josa, J. Hilkewich,

**Negotiating Committee** 

**International Representative** 

Nutrien, Allan Potash

Traura Hymeus.

Shawna Hymers, Sr Manager & HRBP

Mill General Superintendent

Rob Staudinger,

Mine General Superintendent

Sr. Advisor, HR

Linsey Lajeunessee,

Sr Manager, Plant Finance

**Director, Labour Relations** 

#### **APPENDIX "A"**

# Standard Hourly Wage Scale

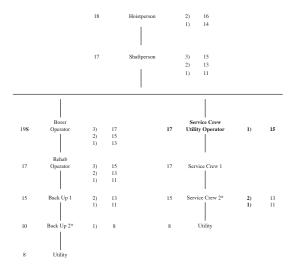
In accordance with Article 19.03 of this Agreement and the provision of the Co-operative Wage Study, the Standard Hourly Wage Scales listed below become effective on the dates specified.

Job Class	May 1, 2021	Effective May 1, 2022	Effective May 1, 2023	Effective May 1, 2024
% Increase		3.1%	3.7%	3.7%
20T	\$54.046	\$55.721	\$57.783	\$59.921
19S	\$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 term of the Collective Agreement are eligible for retroactive wage adjustments. Also included are temporary employees who remain permanently employed at another Nutrien Potash as well as any employee who retired on or after May 1, 2022. Employees who quit or terminated (other than retirees as explained above) are not eligible.

#### **EXHIBIT "A"**

# LINES OF PROGRESSION IN THE MINE OPERATING DEPARTMENT



### **FOOTNOTES**

250 hours actually worked in each training class.

## NOTES

1. The respective job trainee periods are for an employee who does not have training by direct promotional sequence through the appropriate line of progression, and they will maintain their previous rate, but no higher than the standard hourly rate of the job being learned. Notwithstanding this agreement, for Service Crew 2 and Shaftperson positions, employees shall be placed and be paid at the training rate commensurate with the previous experience in the duties of the position.

<sup>\*</sup>Bid level jobs.

- 2. The Company may create temporary Utility positions and are filled by 8.09 b).
- 3. Exhibit H applies to all Lines of Progression.
- 4. Prior to training employees for the Hoistperson position, the Company may require a commitment of the employee of two (2) years to train as a Hoistperson, accept a Hoistperson vacancy and remain in the Hoistperson position for the balance of the two (2) years. Training will first be offered to the senior employee who would normally be the successful bidder as outlined in Article 8.13 (a). Such employees may disqualify themselves during the first seventy-five (75) operating hours on the hoist during the training period. The employee who provides the above commitment will be awarded the next available bid. The employee awarded the Hoistperson bid may exit their two (2) year commitment by being the successful bidder for an apprenticeship only.

Following the two (2) year period above, if the Company decides to offer Hoistperson training, the Company will again offer training the senior employees who would normally be the successful bidder as outlined in Article 8.13 (a). Senior employees who declined to commit for two (2) years previously are not precluded from being offered and providing such commitment on such subsequent offers.

### **EXHIBIT "B"**

# LINES OF PROGRESSION IN THE MINE MAINTENANCE DEPARTMENT



#### **FOOTNOTES**

For the Apprenticeship Training periods see Schedule Appendix E.

\* Bid Level Job

### **EXHIBIT "C"**

# LINES OF PROGRESSION IN THE MILL OPERATING DEPARTMENT

JOB CLASS			INING . <u>ASS</u>
12	REAGENTS	2) 1)	10 8
19	** OPERATOR GENERAL	2)	17 15 13
16	FLOTATION 	2) 1)	14 12
16	CRYSTALIZATION	2) 1)	14 12
16	COMPACTION	2) 1)	14 12
14	PRODUCT SCREENING AND DISPATCH		12 10
13	DEWATER AND SLURRY	1)	11
13	FEED PREPARATION	1)	11
8	* PLANT UTILITY		

#### **FOOTNOTES**

250 hours actually worked in each training class

- \* Bid level job
- \*\* The Operator General must have training in the Reagent Area.

### NOTES

The respective job trainee periods are for an employee who does not have training by direct promotional sequence through the appropriate line of progression, and they will maintain their previous rate, but no higher than the standard hourly rate of the job being learned.

An employee progressing through the direct line of progression from Compaction to Crystallization will receive an additional twenty cents  $(20\phi)$  per hour while in Crystallization and on progressing to Flotation will receive a further twenty cents  $(20\phi)$  per hour while in Flotation.

The employee will not retain these additional monies when progressing to the position of Operator General.

Reagent position filled by senior applicant based on Mill Operating Department seniority amongst the employees currently in the Mill Operating Department.

#### **EXHIBIT "D"**

# LINES OF PROGRESSION IN THE MILL MAINTENANCE DEPARTMENT

Job Class	Trade Jobs								
20T	Electrician	2nd Class Power Eng	Welder   *Apprentice	Industrial Mechanic  Apprentice	Heavy Duty Mechanic  Apprentice	Machinist  Apprentice	Carpenter   *Apprentice	Steam-Pipefitter /Plumber   *Apprentice	Painter / Decorator 
Job Cl	ass	Assigned Mainte	nace Jobs	Traini	ng Class				
16		* Sandblaster	Painter	3) 2) 1)	14 12 10				
9		* Lubrica	tor	1)	7				
8		* Tool Crib At	tendant	1)	6				

## **FOOTNOTES**

For the Apprenticeship training periods see Schedule Appendix E.

\*Bid level jobs.

# **NOTES** - Assigned Maintenance Jobs

The job trainee period shown are for an employee who does not have the appropriate job training. When this occurs then the employee will maintain their previous rate, but no higher than the standard hourly rate of the job being learned.

 Two hundred fifty (250) hours actually worked in each training class.

# EXHIBIT "E" LINES OF PROGRESSION IN LOADOUT

Job <u>Class</u>		Traini <u>Clas</u>	_
14	Day Shift Crew	2) 1)	12 10
17	Weighmaster	3) 2) 1)	15 13 11
14	Mobile Equipment Operator	2) 1)	12 10
9	Chute Operator	1)	7
8	* Utility Operator		

### **FOOTNOTES**

250 hours actually worked in each training class

\* Bid Level Job

## **NOTE**

- The respective job trainee periods are for an employee who does not have training by direct promotional sequence through the appropriate line of progression, and they will maintain their previous rate, but no higher than the standard hourly rate of the job being learned.
- The day shift crew positions are filled based on departmental seniority.

#### **EXHIBIT "F"**

# LINES OF PROGRESSION IN THE WAREHOUSE DEPARTMENT

Job		Training		
<u>Class</u>		<u>Class</u>		
15	* Warehouseperson	2) 13 1) 11		

## **FOOTNOTES**

250 hours actually worked in each training class

\* Bid Level Job

#### NOTE

- The job trainee period shown are for an employee who does not have the appropriate job training. When this occurs then the employee will maintain their previous rate, but no higher than the standard hourly rate of the job being learned.
- Regular and ongoing assignments within the department (eg. Underground vs Surface) will be based on departmental seniority however, daily needs may require alternate assignments based on operational needs.

### **EXHIBIT "G"**

# LINES OF PROGRESSION IN THE SAFETY DEPARTMENT

Job Job Class Class

8 \* Dryperson 10 \* Safety System Technician

## **FOOTNOTES**

\* Bid Level Job

#### **EXHIBIT "H"**

Notes to accompany and apply to all lines of progression except the references to Shaftperson or Hoistperson only apply to the Mine Operations Line of Progression (Exhibit A):

- Line of Progression is by departmental seniority in each line and when advancing into shaftperson and hoistperson positions
- Employees stay within their line of progression including moving down the line of progression
- Employees move up the line of progression one level at a time with the exception of moving into shaftperson from lower levels or if all employees in levels between the vacant position and the employee with highest departmental seniority wishing to advance have frozen themselves in their current position
- Employees are able to skip levels when moving down the line of progression
- Movement within the line of progression, up or down, occurs when there is a vacant position with the exception being training or temporary vacancies under four hundred and eighty (480) hours
- Employees can freeze themselves in a position as per Article 8.11
- If all employees in the line of progression have frozen in their position, the junior employee in the line of progression shall move to the vacant position

#### **APPENDIX "B"**

# Apprenticeship Program

1.01 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 8 of this Collective Agreement, subject to the qualification requirements as determined by the Apprenticeship Branch and Saskatchewan Polytechnic. 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 apprenticeship during their employment with the Company, unless the original apprenticeship was cancelled due to a reduction in the workforce 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

- 1.02 Employees must have successfully completed the education requirements for entrance into the apprenticeship training as required by Saskatchewan Polytechnic.
- 1.03 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.
- 1.04 Successful candidates will be placed in available Apprenticeships in order of seniority and will start at the entry level unless they are recognized by

the Apprenticeship Branch as eligible to enter at a higher level.

- 1.05 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 based on eight (8) hours per day 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 complete trip home per week, if the employee is living away from home, 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 Article 11.11) will be paid by the Company while the employee is on 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.

The Company will cover the cost of the exam for the first two (2) attempts. Any subsequent attempts will be paid by the employee.

- 1.06 a) Apprenticeship wages will be as shown in Appendix C.
  - 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. If an apprentice chooses to forgo attending a course, unless due to extenuating personal circumstances, the Company will only pay one pay rate higher than the level completed by the employee.
  - 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.
- 1.07 In the event an apprentice, while on 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 11.06. If the apprentice is not excused from attendance they shall receive no wage allowance.
- 1.08 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.
- If an apprentice fails a training course at any one level on more than one occasion.
- d) If an apprentice fails the Journeyperson's exam on the third attempt.
- If an employee fails to satisfactorily perform the 1.09 duties in an Apprenticeship Program, as per 1.08, they shall be returned to their last job classification prior to entry into the Apprenticeship Program, and assignment, if the job assignment still exists and a vacancy exists in that job assignment. In the event an employee is removed from their apprenticeship, they shall be returned to their previous classification and assignment if it still exists and a vacancy exists in that job assignment, 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.
- 1.10 An Apprentice may not bid for other positions while being indentured.
- 1.11 An Apprentice who voluntarily removes themselves from the Apprenticeship shall not be allowed to bid on future vacancies for a period of six (6) calendar months from the day the they removed themselves.

### **APPENDIX "C"**

Appendix C – Apprenticeship Pay Rates

Indentured Apprentices in a four-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,
 - J.C. 20

Without Journeyperson

Journeyperson - J.C. 20T

#### **APPENDIX "D"**

## NON TRADE TRAINING REQUIREMENTS

A schedule of Trainee rates for the respective Trainee periods of two hundred-fifty (250) hours of actual training experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (A) Code C: Seven to twelve (7 12) months:
  - (1) One trainee period classification at a level two (2) job classes below the job class of the job.
- (B) Code D: Thirteen to eighteen (13 18) months:
  - A first trainee period classification at a level four (4) job classes below the job class of the job, and
  - (2) A second trainee period classification at a level two (2) job classes below the job class of the job.
- (C) Code E and higher: nineteen (19) months and above:
  - A first trainee period classification at a level six
     job classes below the job class of the job.
  - (2) A second trainee period classification at a level four (4) job classes below the job class of the job, and
  - (3) A third trainee period classification at a level two (2) job classes below the job class of the job.

# **APPENDIX "D"**

List of Non Trade Jobs in Job Class 8 and up with Factor Two (2) Being C.08 or higher are:

Factor	Job
2	Class
E1.6	16
CO.8	9
CO.8	9
CO.8	8
G2.4	19
E1.6	16
D1.2	16
D1.2	16
CO.8	13
CO.8	13
D1.2	12
D1.2	14
E1.6	15
D1.2	13
CO.8	10
CO.8	9
F2.0	19
E1.6	17
D1.2	15
CO.8	10
F2.0	15
D1.2	13
F2.0	17
D1.2	16
D1.2	13
CO.8	12
CO.8	10
CO.8	11
D1.2	12
D1.2	12
	2 E1.6 CO.8 CO.8 CO.8 G2.4 E1.6 D1.2 D1.2 CO.8 CO.8 D1.2 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 D1.2 CO.8 F2.0 E1.6 E1.6 E1.6 E1.6 E1.6 E1.6 E1.6 E1.6

#### **APPENDIX "E"**

COMPRESSED WORK WEEK (Production employees and others on rotating twelve (12) hour schedules).

The terms of the cited Collective Bargaining Agreement are the applicable terms to be applied except as modified herein.

This Addendum applies only to those employees working a twelve (12) hour Compressed Work Week Schedule.

This Addendum shall continue in effect, unless terminated by either party upon written notice. In the event this addendum is terminated, there will be a thirty (30) day cancellation provision with no cost to the Company for discontinuing the schedule and returning to the original schedule.

The parties agree that the provisions in this agreement are more favourable than related provisions of the Saskatchewan Employment Act.

The following is agreed to as a part of the negotiating process between the Union and the Company and reflects a new and unique approach to the hours of work.

# **ARTICLE 12 - VACATIONS WITH PAY**

12.08 If a public holiday as designated in Article 13 occurs during an employee's vacation period, they shall receive an additional working day of vacation and shall be paid for the public holiday in accordance with Article 13.06 of this addendum. An employee's vacation period will be defined as commencing from the employee's last day of work until the employee's first day back to work.

## **ARTICLE 13 - PUBLIC HOLIDAYS**

13.01 c) Each Public Holiday will be observed as commencing at 8:00 a.m. the calendar day of the Public Holiday, and ending 8:00 a.m. the calendar day following the Public Holiday. Article 13.04 does not apply to employees

13.06 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 any employee is eligible to receive pay for Christmas Day, they shall also be eligible for Boxing Day and New Year's Day.

However, the Company may give an employee another day off without pay to shorten the hours of work in the pay period and in such case their public holiday pay will be the greater of their basic wage times eight (8) hours or times the hours they were scheduled to work on the other day off. Such other day off will be consecutive with the employee's other scheduled days off in the pay period.

# ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.03 a) Averaging periods commence at 8:00 a.m. on a Sunday.

The work week for the purposes of averaging hours shall be based on an average of forty (40) hours per week over the averaging period.

14.11 The daily lunch period for any employee who is on a continuous shift schedule shall be thirty (30) minutes after approximately four (4) consecutive hours of work and thirty (30) minutes after an additional approximate four (4) hours of work, which will be paid as though the employee worked, during which time they shall continue all necessary supervision of machinery and maintenance of service.

14.15 Overtime will be voluntary, except when an employee cannot be relieved or in the event of an emergency. Due to the length of shifts under this Addendum, overtime will remain voluntary provided there are adequate numbers of qualified employees who serve notice to the company of their availability to work in case of an operational necessity in any shift. If the requirements of voluntary employees are not met, it is understood and agreed, for the continuance of this Addendum, a compulsory rotation selection of employees for such operational necessities shall be mandatory.

# **ARTICLE 22 - WAGE DIFFERENTIALS**

22.01 Shift workers working on the Afternoon and Midnight shifts shall be paid a premium over and above their basic hourly wage rate in the amount of two dollars and sixty-five cents (\$2.65) per hour effective May 1, 2022, increasing to two dollars and seventy cents (\$2.70) per hour effective May 1, 2023, increasing to two dollars and seventy-five cents (\$2.75) per hour effective May 1, 2024.

See also special crew agreements.

# **BENEFIT SUMMARY**

The following is a brief summary of the benefit plans, which will be maintained by the Company on behalf of the members of the Union. The official plan texts state exact terms, conditions and limitations and will be the governing factor whenever a question arises. More information on the following plans can be obtained from the Human Resources Department.

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.

The Company will pay the total premium cost of Life Insurance, Accidental Death and Dismemberment Insurance, Long-Term Disability Insurance, Dental Insurance, Weekly Accident and Sickness Insurance and Group Extended Health Benefits.

Benefit coverage begins on the first day employment commences except as otherwise stated. The current hourly employees' Benefit Plan policy numbers are: Canada Life Health, Dental and STD – 50368-1 ASO; Canada Life LTD Taxable - 175168GHA-1, Canada Life LTD Nontaxable - 175170GHA-1, Life - 175168GL-1, A D & D - 70036401ABOE.

It is understood that the Company may change benefits carriers so long as the level of benefits is not reduced.

#### **PENSION**

Nutrien Defined Benefit Pension Plan for Unionized Employees – Allan (Registration #0359422)

- Eighty-one dollars and seventy-five cents (\$81.75) per month per year of pensionable service effective May 1, 2022.
- Eighty-four dollars and five cents (\$84.05) per month per year of pensionable service effective May 1, 2023.
- Eighty-six dollars and twenty-five cents (\$86.25) per month per year of pensionable service effective May 1, 2024.
- Any employee retiring between May 1, 2022 and April 30, 2025 will have pension based on the May 1, 2024 pension amount.
- Unreduced early retirement at age 60 or more and at least 30 years of service.

Nutrien Ltd. Defined Contribution Pension Plan (Registration #0982983)

Employees will be enrolled in the Nutrien Ltd. Defined Contribution Pension Plan with a contribution rate of three per cent (3.0%) of basic earnings, matched by the Company. The Company will match contributions to a

maximum of twelve (12) months following the month in which an employee is laid off. Such contributions are to be made within (six) 6 pay periods of returning to work.

#### LIFE INSURANCE

- benefit two (2) times basic annual earnings taken to the nearest multiple of \$1000.
- Dependent life insurance as follows:

- Spouse: \$10,000.00

- Eligible Dependent: \$7,000.00

### **ACCIDENTAL DEATH & DISMEMBERMENT**

- benefit two (2) times basic annual earnings taken to the nearest multiple of \$1000.
- additional benefits include 100% benefit to insured person for loss of both hands, both feet or sight of both eyes (or one of each), speech and hearing.
- 75% benefit for loss of one arm or one leg.
   67% benefit for loss of one hand, one foot, or one eye.
   50% benefit for loss of speech or hearing.
  - 33 1/3% benefit for loss of thumb and index finger on either hand. loss of use of the above may also be covered.
- in no event shall more than 100% benefit be paid for injuries and/or death resulting from any one accident.
- no benefits are payable for intentionally self-inflicted injury.

## SHORT TERM DISABILITY BENEFIT

- Short Term Disability benefit shall be 70% of base rate (at the time of disability) for up to seventeen (17) weeks of benefit, to take effect on the fourth (4th) day for an accident or illness, provided that a minimum of three (3) accumulated sick days and time off with pay entitlement under C.B.A. Article 11.06 is used prior to Short Term Disability benefits taking effect.

 No benefits are payable under the Short Term Disability program for disabilities covered by Worker's Compensation.

Note: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the insurance company, which adjudicates the claim.

# LONG TERM DISABILITY (see attached Letter of Agreement)

The employee may request and obtain from the Company in a timely manner a copy of the employer's statement form as submitted to the insurance company.

 Benefits shall be 70% of base rate monthly earnings to take effect on expiration of Weekly Accident and Sickness Benefit.

Note: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the insurance company, which adjudicates the claim.

- LTD benefits continue until the recipient recovers, reaches retirement age, is able to engage in other gainful employment, (whichever occurs first), or dies
- if an employee is eligible for disability related benefits from any other source (e.g. Canada Pension Plan disability pension), LTD benefits are adjusted so that the combined total of all disability related benefits equal no more than 75% of the employee's original basic earnings.
- no benefits are payable under the LTD program for disabilities covered by Workers' Compensation.

## **DENTAL PLAN**

Provides reimbursement of covered expenses made in accordance with the prevailing Dental Fee Guide in force in Saskatchewan at the time the expense is incurred, coverage is as follows:

<u>Diagnostic and Preventative Treatment</u> - any necessary X-Rays	•
Basic Services - extractions, fillings,	
etc.	80% paid by Plan
Major Services - inlays, crowns, denture	es
(new or repairs), etc.	80% paid by Plan
Orthodontia	50% paid by Plan
Restorative – dental implants, etc	#00/ 111 P1

- to a maximum of seventeen hundred dollars (\$1,700) per insured individual
- All dental expenses are to be paid by the employee, and reimbursed to them on the above basis by the insurance carrier.
- Caution: Before starting any course of treatment in excess of two hundred dollars (\$200), it is recommended that employees have their dentist prepare a "Treatment Plan", a written report describing the recommended procedure, treatment, costs, etc. The Treatment Plan can be submitted to the insurer in advance and the employee will know the expenses covered before work begins.

## **GROUP EXTENDED HEALTH BENEFITS**

Eligible medical costs as outlined in the contract between Canada Life and Nutrien Ltd., will be paid at a level of 80% of allowable expenses.

Where medical evidence is provided that a generic equivalent prescription drug causes side effects or is ineffective and the brand name prescription drug will not cause the side effects or will be effective; the cost of the brand name drug will be covered.

The Company's responsibility is to maintain the designated level of benefit coverage, as outlined in the contract between Canada Life and Nutrien Ltd., 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 Therapist
- 4. Naturopaths
- 5. Osteopaths
- 6. Physiotherapists / Athletic Therapists
- 7. Podiatrists / Chiropodists
- 8. Speech Therapist

#### **OPTICAL PLAN**

Employees, their spouses and dependent children are covered for 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). Check your Group Benefit booklet for exclusion.

The maximums for the above services are combined for a total of **three hundred and fifty dollars (\$350)** effective date of ratification. Eye exams to be covered up to one hundred dollars (\$100) per participant every 12 months.

## **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.

#### **GENERAL**

The Company will continue certain benefit coverage for permanent employees, who are laid off due to inventory corrections or permanent workforce reductions, for a period of four (4) months from the date of lay- off. The Company-paid benefits that will be maintained are Life Insurance, Accidental Death and Dismemberment, Dental and Group Extended Health Plans (including Optical).

Permanent and Temporary new hires are covered from the first day of active employment for Life Insurance and Accidental Death and Dismemberment, Dental, Group Health and Optical Plans. Permanent hires are also eligible for the Short Term and Long Term Disability Plans from the first day of active employment. Temporary hires are eligible for Short Term Disability plans. Short Term Disability claims for Temporary hires expire after seventeen (17) weeks or the completion of their temporary employment, whichever comes first. Temporary hires are not eligible for Long Term Disability.

Temporary employees recalled from the Recall List for temporary work will be covered by the Life Insurance, Accidental Death and Dismemberment, Dental, Group Health and Optical Plans while at work.

Temporary employees who are laid-off will continue Life Insurance and Accidental Death and Dismemberment coverage for a period of three (3) months from the date of lay-off. Coverage under the Dental, Group Health and Optical plans will continue to the end of the month following the month of lay-off.

### SIGNED FOR:

United Steelworkers Local 7689

Jason Prokopchuk,

President

Ray Felly

Ray Felling, Negotiating Committee

Terry Wilk,

Negotiating Committee

Kalsy Nordmarken,
Negotiating Committee

Josa, J. Hilkewich

Jason Hilkewich, Negotiating Committee

Many Knuger,

International Representative

Nutrien, Allan Potash

Trava Hymers

Shawna Hymers, Sr Manager & HRBP

Shane Elian,

Mill General Superintendent

Mitter

Rob Staudinger, Mine General Superintendent

L. Leach

Kim Leach, Sr. Advisor, HR

Linsey Lajeunessee,

Sr Manager, Plant Finance

Gavin Rans,

Director, Labour Relations

#### **LETTER OF UNDERSTANDING 1**

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

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 B

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 plant 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.
- 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 non-taxable 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 until a new Agreement is signed.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

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Shawna Hymers Sr. Manager & HRBP

Gavins Rans Director, Labour Relations United Steelworkers and its Local 7689

Warm Kruga

Darrin Kruger International Representative

Jason Prokopchuk President, Local 7689

#### **LETTER OF UNDERSTANDING 2**

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Employee Electing to Take Vacation in Lieu of Lay-Off

The parties agree that within the limits specified below, an employee who would otherwise be on lay-off status may elect to use entitled vacation rather than be on lay-off.

- Periods of Vacation taken under these circumstances must be a minimum of one (1) week.
- A maximum of two (2) weeks may be taken in a Vacation year.
- Vacation pay, if applicable, which matches the Vacation time will be paid when the Vacation is taken.
- Vacation requests must be received by the Company prior to the period requested.

Signed this 29th day of November 2023.

Potash Corporation of
Saskatchewan, Inc.
Nutrien Allan Potash

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Shawna Hymers
Darrin Kruger

Sr. Manager & HRBP International Representative

Chandra Pratt
Sr. Manager, Labour Relations
Jason Prokopchuk
President, Local 7689

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#### **LETTER OF UNDERSTANDING 3**

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Co-operative Wage Study Program

This Memorandum of Agreement is designed for the purpose of re- affirming the basic principles of the Cooperative Wage Study Program (referred to as C.W.S.). This re-affirmation is necessary because of recent trends within the workforce that employees feel that C.W.S. is to be used as a detailed job description, used to determine one's day-to-day job duties.

The following principles are statements cited form the <u>Job Description and Classification Manual</u> 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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc.

Nutrien Allan Potash

mura Hymers.

Shawna Hymers
Sr. Manager & HRBP

Chandra Pratt

Sr. Manager, Labour Relations

United Steelworkers and its Local 7689

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Darrin Kruger

International Representative

Jason Prokopchuk

President, Local 7689

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Layoff Notice

This Agreement supersedes the provisions of Article 8.06(a) 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:

- If the shutdown is for a period of one (1) week one (1) week's notice;
- 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;
- 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 12.04 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 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;
- 2. 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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

Faura Hymers.

Shawna Hymers Sr. Manager & HRBP

Gavin Rans

Director, Labour Relations

United Steelworkers and its Local 7689

(Warun Kruga

Darrin Kruger International Representative

Jason Prokopchuk

President, Local 7689

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

Re: Sandblaster Painters

The Employees working as Sandblaster Painters - Rob Francis will be placed at Job Class 20T while employed in the classification effective date of ratification.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash United Steelworkers and its Local 7689

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Shawna Hymers Sr. Manager & HRBP Waim Krugg Darrin Kruger

International Representative

Chandra Pratt

Sr. Manager, Labour Relations

Jason Prokopchuk

President, Local 7689

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Steelworkers Organization of Active Retirees (S.O.A.R.)

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

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash United Steelworkers and its Local 7689

Traura Hymers.

Shawna Hymers Sr. Manager & HRBP Darrin Kruger International Representative

Chandra Pratt

Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

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Shawna Hymers Sr. Manager & HRBP Darrin Kruger International Representative

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Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: 3rd Class Power Engineers

The parties agree, on a without prejudice basis to the placement in Job Class 18 through CWS, that an employee hired in the steam plant as a 3rd Class Power Engineer shall be compensated at Job Class 20 until such time as they are qualified as a 2nd Class Power Engineer.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

United Steelworkers and its Local 7689

Shawna Hymers

Sr. Manager & HRBP

Darrin Kruger

International Representative

Chandra Pratt

Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Collective Bargaining Scheduling

For the purposes of facilitating effective bargaining the Company and 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 a scheduled day 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.

# Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

Traura Hymers.

Shawna Hymers Sr. Manager & HRBP

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Sr. Manager, Labour Relations

United Steelworkers and its Local 7689

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Darrin Kruger International Representative

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Overtime, Overtime Banking & Absenteeism

Where an employee(s) is excessively absent, unless due to a disability, such employee(s) will be ineligible for overtime offered as per Article 14.16 as follows:

- a) Employees in excess of 7% absenteeism over a six (6) month period will be ineligible for overtime until such time as their absenteeism falls below 7%. An employee's absenteeism will be reviewed in four (4) week periods using a six (6) month rolling average.
- b) The ineligibility for overtime does not apply to scheduled overtime as included in Article 14.17.

Furthermore, Employees who have absenteeism (excluding absenteeism due to a disability or approved leave) over a six (6) month period of **6%** or greater shall not be eligible to bank overtime or utilize banked time as per Article 14.18. Absenteeism will be reviewed monthly using a six (6) month rolling average.

## Notes:

- Banked sick time will be removed from the absences in the Absenteeism Report (numerator)
- Vacation, Banked sick time, Banked Time Taken will be included in the working hours of the Absenteeism Report (denominator)

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

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

United Steelworkers and its Local 7689

Shawna Hymers Sr. Manager & HRBP

Darrin Kruger International Representative

C. Pra Chandra Pratt

Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local

RE: Job Security

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

- a) Prior to filling the permanent vacancy from outside the bargaining unit, the vacancy shall be offered (subject to the below) to a Nutrien employee that is on recall at any Nutrien Saskatchewan Potash location that has this language. Such employees shall indicate their interest for the vacancy by applying directly to the location with the vacancy. Factors regarding the awarding of the position are:
  - i. Length of Service with Nutrien
  - ii. Qualifications
  - iii. 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.

Upon obtaining a vacancy awarded by the Company, the employee and Company will have the following

# rights:

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

United Steelworkers and

International Representative

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

Signed this 29th day of November 2023.

Potash Corporation of

Sr. Manager & HRBP

Saskatchewan, Inc.
Nutrien Allan Potash

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Shawna Hymers

its Local 7689

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Chandra Pratt Jason Prokopchuk

Sr. Manager, Labour Relations President, Local 7689

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

RE: Job Sharing

## A. PREAMBLE

Nutrien recognizes the importance of a strong work/ life balance. The Job Share program is intended to assist and support employees with this balance where business needs and the position can accommodate. It allows employees to reduce their 100% work schedule to a lower percentage; sharing job duties and compensation with another suitable job share candidate. Both parties recognize that this LOU represents a general framework on how job sharing will be implemented. Specific agreements which encompass all details will need to be agreed to by both Parties on a case by case basis.

## B. SCOPE OF AGREEMENT

The two (2) self-identified employees wishing to apply for a job share opportunity must have similar skills and knowledge and must fill one (1) Full Time Equivalent (FTE) position at 100%. Employees on a job share will each work fifty percent (50%) of the time (.5FTE) based on a mutually agreed upon schedule between each job share partner, Mine General Superintendent or Mill General Superintendent and the Union for review and approval of the proposed schedule. All schedule proposals will be considered, but ultimately the needs of the business will dictate the final working schedule. Where the Company and Union do not agree, the application will be denied and a written

response will be required. Such decisions related to the approval of the job share shall not be subject to the grievance process.

#### C. COMPENSATION

Hourly wages of employees will remain unchanged, but will be prorated to reflect the fifty percent (50%) work schedule.

Overtime eligibility will be granted to the job share partner actively working.

#### D. BENEFITS

- Job share employees are eligible to participate in the Nutrien EHB benefits.
- Coverage for Basic Group Life insurance, Basic AD&D, STD and LTD will be based on the employee's prorated salary.
- The employee will only receive pensionable service for the time worked.
- Vacation entitlement will continue, but will be prorated to the percentage of time scheduled to work (i.e. 50%).
- Statutory holidays will be paid out to the employee who is regularly scheduled to work on the statutory holiday.
- Employees wishing to take vacation time must have this time approved in advance as per regular practice. No two job share employees will be able to take the same time off for vacation.

## E. APPLICATION FOR JOB SHARE

Employees who are interested in investigating this job sharing opportunity are to self-identify and speak directly to their Union, Mine General Superintendent or Mill General Superintendent.

## F. TERMINATING JOB SHARE AGREEMENT

If one of the employees in a job share arrangement

chooses to leave Nutrien or discontinue the job share, four (4) weeks' notice will be required. If the incumbent in the position serves notice to leave Nutrien, the vacancy will be posted as per posting provisions of Article 8. If the incumbent stays with Nutrien and the other job share partner leaves, then no posting is required.

If the Company determines that job sharing is no longer meeting the needs of the business, the job share can be terminated by providing four (4) weeks' notice to the job share partners. The final decision as to which employee, if either, is retained for the position will be determined by seniority. Layoff provision will apply. Such decisions shall not be subject to the grievance process.

Nothing in this agreement shall require the Company to exceed its budgeted headcount.

## G. TERMINATION OF AGREEMENT

The Company or the Union may terminate this agreement by giving to the other party thirty (30) days written notice of such intention. This agreement may also be terminated immediately with mutual agreement of both parties.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

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Shawna Hymers Sr. Manager & HRBP

Chandra Pratt

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Sr. Manager, Labour Relations

United Steelworkers and its Local 7689

(Wain Kruga

Darrin Kruger International Representative

Jason Prokopchuk President, Local 7689

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between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

**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 period 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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

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Shawna Hymers Sr. Manager & HRBP

Chandra Pratt

Sr. Manager, Labour Relations

United Steelworkers and its Local 7689

(Warum Krugn

Darrin Kruger International Representative

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

**RE: Vaccination Pay** 

In an effort to minimize the disruption to the business and to encourage to employees to get vaccinated, Nutrien will offer the following leave options to employees subject to the following terms.

# **During working hours**

Employees who choose to take time off during working hours for the purpose of getting their first, second, and booster dose of Covid-19 vaccine will receive up to three (3) consecutive working hours off with pay under the following conditions:

The leave is subject to prior approval by Nutrien and the date and time must be at a mutually agreeable time.

Nutrien will provide up to three (3) hours of paid leave during working hours for each of the first, second, and booster dose vaccinations (as recommended by SHA). If more than three (3) hours leave is required, employees must make up lost time through other approved leaves of absence.

The hours will be treated as regular hours worked. Therefore, they are included for the purposes of calculating overtime pay and the earnings/hours are pensionable and are included for vacation pay purposes.

Employees will be required to demonstrate proof of each vaccination dose to be eligible for three (3) straight-time hours pay under this Agreement.

## **Outside working hours**

Additionally, Nutrien will pay employees to get their first, second, and booster Covid-19 vaccination on their own time subject to the following:

Nutrien will provide active employee three (3) hours of straight-time pay at their regular base rate of pay for getting vaccinated on their own time. This payment applies to the first, second and booster vaccine doses. Employees who choose to be vaccinated on a vacation day will receive three (3) hours straight-time pay in addition to their scheduled vacation hours.

These hours are not regular hours worked and therefor will not be included for the purposes of calculating overtime and will not result in any other payments, nor will the earnings or hours be considered as time worked for the purposes of pension calculations.

## Previous to LOU

Employees who received their booster dose prior to the implementation of this Letter of Understanding will receive three (3) hours of straight-time pay at their regular base rate of pay.

These hours are not regular hours worked and therefor will be included for the purposes of calculating overtime and will not result in any other payments, nor will the earnings or hours be considered as time worked for the purposes of pension calculations.

Eligibility for payment and proof of vaccination (under either A, B, or C above).

To be eligible for pay under this Agreement, employees will be required to bring their vaccination card/vaccination record (proof of vaccination) to Human Resources or the Occupational Health Nurse. Upon receipt of this information, Nutrien will pay three (3) hours of straight-time pay to the employee.

No copies of the employee's vaccination record will be kept for the purposes of administering this payment by the Company.

The Parties acknowledge that the overall terms outlined in this Agreement exceed legislated minimum standards.

Both parties acknowledge they are obligated to revisit this Agreement should it conflict with future legislation regarding a second dose.

Either party to this Agreement may terminate it by providing the other party with 30 days' notice.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash United Steelworkers and its Local 7689

Shawna Hymers Sr. Manager & HRBP

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Darrin Kruger International Representative

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Chandra Pratt
Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

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, 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 thirdparty 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 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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

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Shawna Hymers
Sr. Manager & HRBP

Gavin Rans Director, Labour Relations United Steelworkers and its Local 7689

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Darrin Kruger International Representative

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

**RE:** Maternity Leave Top-Up

Nutrien and the USW are committed to increasing diversity and making our workplace more inclusive. Nutrien will provide a paid to-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 supersedes 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 EI 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 Solution Centre (HRSC) with confirmation of any EI 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.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash

Fraura Hymeus.

Shawna Hymers Sr. Manager & HRBP United Steelworkers and its Local 7689

(Warin Kruz

Darrin Kruger International Representative

Chandra Pratt

Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

**RE: Inclement Weather** 

During an inclement weather event, an employee is expected to use good judgement in assessing the safety of travelling to work. However, a reasonable effort to report to work is required. Employees will have the option to use any vacation, banked time, banked retained sick time or unpaid time, with approval of their supervisor, to cover time lost due to inclement weather conditions that prevent their attendance at work as per Company Inclement Weather Policy.

Signed this 29th day of November 2023.

Potash Corporation of Saskatchewan, Inc. Nutrien Allan Potash United Steelworkers and its Local 7689

Anumatumers.

Shawna Hymers Sr. Manager & HRBP Warun Kruzy

Darrin Kruger International Representative

Chandra Pratt

Sr. Manager, Labour Relations

between

Potash Corporation of Saskatchewan Inc., Nutrien Allan Potash

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) and its Local 7689

**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:

- 1. 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.
- 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;
- 2. Reviewing disability management program and metrics;
- 3. Discussing strategies around prevention and

United Steelworkers and

its Local 7689

4. Return to work efforts.

Signed this 29th day of November 2023.

Potash Corporation of

Saskatchewan, Inc.

Nutrien Allan Potash

Shawna Hymers
Sr. Manager & HRBP

Nutrien Allan Potash

Same Krugel

Darrin Kruger

International Representative

Gavin Rans Jason Prokopchuk

Director, Labour Relations President, Local 7689

#### **APPENDIX "F"**

#### WORK SCHEDULES

This Appendix and the Schedules contained herein are provided for the convenience of the reader and are for reference purposes only. The Schedules do not constitute part of the Collective Agreement.

#### **Underground Electrical Crew Schedules**

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	Х	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х
Crew 2	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х	Х	Х	d+	d+	d+	d+	Х	Х

d+ = 10 hour shift

#### **Underground Mechanical Crew Schedule**

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
10 Hr Shift I		d+	d+	d+	d+				d+	d+	d+	d+				d+	d+	d+	d+				d+	d+	d+	d+		
10 Hr Shift 2			d+	d+	d+	d+				d+	d+	d+	d+		-		d+	d+	d+	d+				d+	d+	d+	d+	-
12 Hr Panel Crew 1	Ν					D	D	D	N	Ν						D	D	Ν	n						D	d	N	Ν
12 Hr Panel Crew 2				D	d	N	N	N					D	D	D	N	N						D	D	Ν	n		-
12 Hr Panel Crew 3	D	N	N	٠			٠		D	D	N	n	٠	٠				D	đ	N	N	Ν			٠		D	D
12 Hr Panel Crew 4		D	D	N	n						D	d	N	Ν	Ν					D	D	D	Ν	N				

d+= 10 hour day shift

D = 12 hour day shift N = 12 hour night shift

#### Mine Schedule (4 week rotation)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	N	Х	Χ	Χ	Х	D	D	D	N	N	Х	Х	Х	Х	Х	D	D	N	n	Х	X	X	Х	X	D	d	N	N
Crew 2	D	N	N	Х	Х	Х	Х	Х	D	D	N	n	Х	Х	Х	X	Х	D	d	N	N	N	X	Х	X	X	D	D
Crew 3	Х	D	D	N	n	X	Х	X	Х	X	D	d	N	N	N	X	Х	X	X	D	D	D	N	N	X	X	X	Х
Crew 4	Х	Х	Х	D	d	N	N	N	Х	X	X	Х	D	D	D	N	N	X	X	X	X	Х	D	D	N	n	X	Х

#### Mill Schedule (4 week rotation)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	D	Ν	Ν	Х	Х	Х	Х	Х	D	D	Ν	n	Х	Х	Х	Х	Х	D	d	Ν	N	Ν	Х	Х	Х	Х	D	D
Crew 2	Χ	D	D	N	n	Х	X	Х	Χ	Χ	D	d	N	Ν	Ν	Х	Χ	X	Х	D	D	D	Ν	N	Χ	Х	Х	X
Crew 3	Х	Х	Х	D	d	Ν	Ν	Ν	Х	Χ	Χ	Х	D	D	D	Ν	Ν	Х	Х	Х	Х	Х	D	D	Ν	n	Х	Х
Crew 4	Ν	X	X	X	X	D	D	D	Ν	N	X	X	X	X	X	D	D	N	n	X	Y	X	Y	X	D	А	Ν	N

#### Dry Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Dryman 1	a	X	X	D	D	X	X	X	D	D	X	X	D	D
Dryman 2	X	D	D	X	X	D	D	a	X	X	D	D	X	X

#### Mill Maintenance Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Schedule 1	X	D	D	D	D	X	X	X	D	D	D	D	X	X
Schedule 2	Χ	X	D	D	D	D	Χ	Χ	X	D	D	D	D	Χ

#### Service Crew Schedule

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
Crew A	d+	Х	Х	Х	D	D	Х	Х	Х	Х	D	D	D	d+	d+	Х	Х	D	D	D	Х	Х	Х	Х	Х	D	D	d+
Crew B	Х	D	D	D	Х	Х	d+	d+	D	D	Х	Х	Х	Х	Х	D	D	Х	Х	Х	d+	d+	D	D	D	Х	Х	Х

D = 12 hour shift

#### Warehouse Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Schedule	X	D	D	D	D	X	X	X	D	D	D	D	X	X

# Mill Maintenance Shift Mechanic & Shift Electrician Schedule (4 week rotation)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	D	Ν	Ν	Х	X	X	Х	X	D	D	N	n	Х	Х	Х	Х	Х	D	d	N	N	Ν	X	Х	Х	Х	D	D
Crew 2	Х	D	D	N	n	Х	Х	Х	Х	Х	D	d	Ν	N	N	Х	Х	Х	Х	D	D	D	N	N	X	X	X	X
Crew 3	Х	Х	Х	D	d	N	N	N	Х	Х	Х	Х	D	D	D	N	N	X	X	X	X	X	D	D	N	n	X	Х
Crew 4	N	Х	X	Х	Х	D	D	D	N	N	Х	X	X	X	X	D	D	Ν	n	X	Х	Х	X	Х	D	d	N	N

# Mine Maintenance Shift Mechanic & Shift Electrician Schedule (4 week rotation)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	Ν	Χ	X	X	Х	D	D	D	Ν	N	Х	Х	Х	Х	Х	D	D	N	n	Х	Х	Х	Х	Х	D	d	N	N
Crew 2	D	N	N	Х	Х	Х	Х	Х	D	D	N	n	Х	Х	Х	Х	Х	D	d	N	N	N	Х	Х	Х	Х	D	D
Crew 3	Х	D	D	N	n	X	X	X	X	Х	D	d	N	Ν	N	Х	Х	Х	Х	D	D	D	N	N	Х	Х	Х	Х
Crew 4	Х	Х	Х	D	d	Ν	N	N	Х	Х	Х	Х	D	D	D	N	N	Х	Х	Х	Х	Х	D	D	N	n	Х	Х

#### Loadout Day Crew Schedule

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
Crew A	D	D	D	Х	Х	Х	Х	Х	D	D	D	D	Х	Х	Х	Х	Х	D	D	D	D	D	Х	Х	Х	Х	D	D
Crew B	Х	Х	Х	D	D	D	D	D	Х	Х	Х	Х	D	D	D	D	D	Х	Х	Х	Х	Х	D	D	D	D	Х	Х

#### Shaft Crew Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew A	d+	D	D						D	D			D	d+	d+			D	D				D	D			D	d+
Crew B				D	D	D	d+	d+			D	D				D	D			D	d+	d+			D	D		

d+=10 hour shift

# Warehouse Underground Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew A		X	X	X	X				X	X	X	X		
Crew B	X			X	X	X					X	X	X	X
Crew C		X	X	X			X	X	X	X	X			

## **Hoist Crew Schedule**

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	1	F	S
Hoist A		D	D			D	D	D			D	D				N	N			N	Ν	N			N	N		
Hoist B		N	N			N	N	N			N	N				D	D			D	D	D			D	Ε		
Hoist C	N			N	N				D	D			D	D	D			D	D				N	N			N	N
Hoist D	D			D	D				N	N			N	N	N			N	N				D	D			D	D

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## EMERGENCY NUMBERS:

Emergency Response: 5333 (Surface)

5400 (UG)

Security 5235

Mill Control Room: 2222

Mine Control Room: 2150

# Employee & Family Assistance Program (EFAP)

TO ASSIST EMPLOYEES AND THEIR FAMILIES.





FOR FURTHER INFORMATION TALK TO:
YOUR HUMAN RESOURCES DEPARTMENT
YOUR SUPERVISOR
EFAP DIRECTLY: 1-866-424-0712