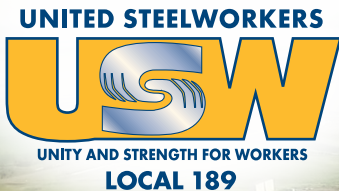




PATIENCE LAKE

**2022-2025
AGREEMENT**



**Effective
November 30, 2023 through April 30, 2025**

If found, return to:

2022-2025
AGREEMENT
BY AND BETWEEN

**POTASH CORPORATION OF
SASKATCHEWAN INC.,
PATIENCE LAKE**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

**EFFECTIVE
NOVEMBER 30, 2023
THROUGH
APRIL 30, 2025**

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PURPOSE AND INTENT

WHEREAS the Company is carrying on operations at Patience Lake, in the Province of Saskatchewan for the purpose of mining and beneficiation of potash ore,

AND WHEREAS the parties hereto recognize the need to carry on these operations with the greatest possible efficiency and expediency with due concern for safety,

AND WHEREAS this agreement is entered into with the intention of complying with the provisions of the Saskatchewan Employment Act, and amendments thereto, as to their application for bargaining between the Company and employees of the Company within the jurisdiction of the Union.

In the spirit of co-operation and believing it to be mutually beneficial the parties hereby mutually agree as follows:

ARTICLE 1 – UNION RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive agent for the purpose of bargaining collectively with regard to rates of pay, hours of work, or other working conditions, for its employees save and except personnel in the following categories: supervisors, foremen, superintendents, managers, technical and engineering staff, office, warehouse, plant security employees and those excluded by the Saskatchewan Employment Act, 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.

ARTICLE 2 – CO-OPERATION

2.01 The Union agrees that it will co-operate with the Company's efforts to assure a fair day's work for fair compensation on the part of its employees, prevent accidents, conserve materials and supplies, eliminate waste in production,

improve the quality of work, and to combat absenteeism and other practices which restrict production.

- 2.02** The parties to this Agreement have undertook to make all language within this Collective Agreement gender neutral. Any instances to the contrary are unintentional and should be interpreted as gender neutral. Attempts to make terms in this CBA gender neutral will not alter the interpretation of the various articles.
- 2.03** 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 endeavor to verbally notify the other party.

ARTICLE 3 – UNION SECURITY

In accordance with the requirements of the Saskatchewan Employment Act, the Company agrees that:

- 3.01** **a)** Upon written request by any employee and the Union, the Company shall deduct out of the wages due such employee the Union dues, initiation dues, fees and assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis as established by the Union. The Company shall pay in periodic payment on or before the 20th day of the same month to the person designated by the Union to receive the same, and the Company shall furnish to the Union the names of the employees who have given such authority.
- b)** The monthly remittance shall be accompanied by a completed USW R115 Form (Summary of Union Dues – Revision 11/15/98) 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:

United Steelworkers, Local 189
325 Fairmont Drive
Saskatoon, SK S7M 5G7

- 3.02** 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) calendar days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment. The Company agrees to issue union membership and dues deduction cards to the employees within thirty (30) calendar days of employment.
- 3.03** Dues shall be collected on behalf of employees who work 40 or more hours during the month.
- 3.04** The Union agrees to indemnify the Company for any litigation, liability or action arising from the application of this Article.
- 3.05** There will be no discrimination due to union membership.
- 3.06** The Company agrees that prior to commencement of work, and again upon the successful completion of the employee's probationary period, every new employee shall receive a one hour union orientation by Union President or their designate. The Company also agrees this time shall be considered as time worked for all involved.

3.07 Humanity Fund

The Company hereby agrees to deduct two cents (\$0.02) per hour from the wages of all employees in the bargaining unit and within two (2) weeks following such deduction, pay the amount so deducted to the “Humanity Fund” by forwarding said deductions to:

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

It should be noted that all employees’ deductions are voluntary and may be cancelled at any time, providing the Company receives two weeks’ notice of such cancellation.

3.08 Union Education & Training Fund

At the time the Company makes the deductions under Article 3.07, the Company agrees to deduct two cents (\$0.02) per hour from the wages of all employees in the bargaining unit for all hours worked, and within two (2) weeks following such deduction pay the amount so deducted to the “Union Education & Training Fund” by forwarding said deductions to:

United Steelworkers, Local 189
325 Fairmont Drive
Saskatoon, SK S7M 5G7

3.09 Union Office

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

3.10 Pay for Beneficiary

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 pay 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, Allan, Lanigan, Rocanville, Vanscoy and Mosaic Potash mines.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01**
- a) All rights and prerogatives not clearly and explicitly granted to the Union in this contract are reserved to the Company including, but not limited to, the rights to hire and discharge for just cause, to determine the methods and means by which operations are to be carried on, to contract out work and to otherwise direct the work force and manage the operation.
 - b) The failure to exercise any right or prerogative, or to exercise any right in a particular manner, shall not be deemed a waiver of such right or preclude the Company from exercising the right in a different manner not in conflict with the expressed terms of this agreement.
 - c) It is the intent of all parties that all management prerogatives not specifically granted to the Union under the express terms of this agreement shall not, except on mutual consent of the parties, be made the subject of the grievance procedure, arbitration or collective bargaining during the life of this agreement.

- d)** Notwithstanding anything in this Article, the Company agrees that persons outside the jurisdiction of Local 189, whether they are employees of the Company or not, shall not perform work which is normally performed by the employees within the jurisdiction if, as a result of such work, employees in the jurisdiction are laid off or demoted, or laid off employees are prevented from being recalled.
- e)** The Company and the Union shall each designate two representatives who together shall form a Contracting Out Committee. The Committee shall meet at an agreeable place and time throughout the term of the agreement; such meetings will be held quarterly each year at a minimum. It shall be the duty of the Committee to review the contractors on site since the Committee's last meeting and review the upcoming projects which will involve contractors. Recommendations of the Committee shall be submitted to the Company for consideration.

4.02 A supervisor's prime responsibility is to plan, organize, and supervise the work. Supervisory and other out-of-scope personnel will not perform work normally done by a bargaining unit employee except:

- a)** in emergencies for protection of Company property, the environment and/or the safety and health of employees;
- b)** in the instruction and training of employees;
- c)** work of a research and development nature.

ARTICLE 5 – REPRESENTATION

5.01 The Union may appoint and the Company will recognize upon written notification, a duly authorized representative for each shift, to negotiate during working hours for the settlement of disputes and grievances of employees covered by this agreement, in each of the following areas:

- a)** Production (1 per production shift, maximum 4)
- b)** Maintenance (4)
- c)** Loadout (1 per production shift, maximum 2)

Of these ten (10) stewards, one shall be Chief Steward.

In the event there is a substantial increase in the number of crews and upon written request of the Union, the Company will consider changing the number of representatives specified in this section.

5.02 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 prior to the end of the shift.

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

5.04 The Union may appoint, and the Company will recognize upon written notification as to their identity, a committee for the negotiating of grievances, which will consist of not more than three (3) employees. The Union may request the presence of the International Representative of the Union.

5.05 The Company agrees that the grievor shall, upon request of either the Company or the Union, be made available at no loss of wages at Step 3 of the grievance procedure.

- 5.06**
- a)** Any employee, who has been promoted, demoted, transferred, disciplined, given a Leave of Absence or whose employment has been terminated, shall be provided promptly with a copy of the form stating the reason for such action.
 - b)** If disciplinary action is taken during or because of the absence of an employee, the form shall be delivered to them personally or by mailing within twenty-four (24) hours after the action to be taken is determined.
 - c)** An employee, who is being interviewed by a Supervisor and where such interview is likely to result in disciplinary action, the employee shall be entitled to have present the nearest available Steward who is on company premises.
 - d)** If an employee is suspended, discharged or demoted for disciplinary reasons, they will be entitled to a hearing with Management and Union Representatives. As much as is practical, 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. If the employee suffers a loss of wages due to the disciplinary action prior to the hearing and at the hearing it is determined they should not have been disciplined, then they will be paid their lost wages.
 - e)** The Company will contact the Chairperson of the Grievance Committee or in their absence an officer of the Union to arrange the hearing. Union representation at the hearing will normally consist of the Chairperson or their designate, the Steward involved and the employee.

A copy of any form involving discharge, suspension or discipline shall be mailed to the Union.

- 5.07** The Company will pay a member of the Union Negotiating Committee (maximum three (3) members) at their base rate all hours regularly scheduled to work, for each day the committee member meets with the Company to negotiate the Collective Bargaining Agreement. If a work stoppage is in effect this payment will not apply.
- 5.08** The Company agrees to pay the appropriate committee members of the Union Management Committee, OH&S Committee and Grievance Committee overtime rates for time spent in meetings with the Company, during non-work hours.
- a) For OH&S, **Union Management and grievance** meetings, the time paid shall be considered time worked for the purposes of calculating overtime.
- 5.09** The Company will furnish lists of new hires including home addresses and telephone numbers, transfers, demotions, layoffs, recalls and terminations of employment during the previous month and the effective dates. These lists will be out on the second Tuesday of each month.
- 5.10** 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 the Saskatchewan Employment Act and associated Regulations.

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.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01** This Article is not intended to prevent an employee from communicating with management.

In computing the various time periods in the Grievance and Arbitration Procedures, Saturdays, Sundays, and Public Holidays designated in this Agreement, shall not be considered.

Steps in the Grievance Procedure and/or time periods in the Grievance Procedure may be omitted or prolonged by a mutual understanding between the Company and the Union where such action may contribute to a settlement of the grievance.

- 6.02** Step 1. An employee having a grievance shall take it up with their supervisor, with the steward, within ten (10) working days of the occurrence or discovery of the grievance.

Step 2. If the grievance is not settled as outlined in Step 1 within six (6) working days, then the grievance shall be submitted by a Steward in writing to the General Superintendent, or their appointed representative, within six (6) working days from the time the supervisor's decision is received at Step 1, and the General Superintendent shall render their decision in writing to the Steward within three (3) working days from the time the written grievance was received by them.

Step 3. If the decision of the General Superintendent is not acceptable to the Union, then the matter will be submitted directly to the General Manager or their appointed representative, within six (6) working days from the time the General Superintendent's decision is received by the Union.

- 6.03** Failure of the Company to answer in any of the above steps will automatically move the grievance to the next step of the grievance procedure.
- 6.04** The General Manager or their appointed representative, will meet with the Grievance Committee and shall discuss the grievance within six (6) working days of the Union's submission to Step 3. If the decision is not rendered to the International Representative and the Grievance Committee members within the six (6) working day period, or is unsatisfactory to the Union, the grievance may be submitted to arbitration upon notification in writing to the Company by the Union within fifteen (15) working days from the date of the General Manager's decision, or if a decision has not been received within fifteen (15) working days from the end of the six (6) working day decision period. Arbitration is waived on matters not submitted within either fifteen (15) working day period.
- 6.05** a) Where grievances affect more than one (1) employee in the same way or a suspension or affect the interests of the Union as a party to this Agreement, the Chief Steward or the employees may initiate a written grievance at Step II of the Grievance Procedure within ten (10) working days of the occurrence or the discovery of the matter.
- (b) The General Superintendent in regard to a group grievance or a suspension shall render their decision in writing within five (5) working days from the time the written grievance was submitted.
- 6.06** At each step of the grievance procedure, if there is an appointed representative to hear the grievance, the Company shall ensure it is not the same person who heard the grievance at any previous step.

ARTICLE 7 – ARBITRATION

7.01 a) Contingent upon having carried out the steps of the foregoing grievance procedure, a grievance may be, upon written request by the Union on behalf of the employees concerned, referred to arbitration. The Company shall not refuse arbitration on any grievance involving the meaning or application of any section or portion of this agreement. Each decision by the arbitrator shall be based solely on this agreement between the parties. The parties shall bear in equal shares the expenses of the arbitrator.

b) Each grievance submitted to arbitration shall be heard separately. A grievance dealing with a discharge may, at the either party's request, be brought forward, ahead of others, to arbitration on a priority basis.

7.02 Upon receipt of a timely request to submit a grievance to arbitration, the Union and the Company shall attempt to select an arbitrator. If after fifteen (15) working days the parties have not selected an arbitrator who is satisfactory to both parties the arbitrator shall be selected in rotation from the panel set forth below.

1. Dan Ish
2. Allan Ponak
3. Beth Bilson

4. Bill Hood

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.

7.03 Names may be added to, or deleted from, the above list only upon written agreement signed by both parties. In any single grievance where the arbitrator selected shall be

unavailable to hear the grievance, the parties shall delete the name of that arbitrator and again draw to determine the arbitrator who shall hear the grievance.

- 7.04** The decision of the Arbitrator shall be final and binding upon the parties but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each decision by the Arbitrator shall be based solely upon this Agreement.
- 7.05** In the event of the discharge of an employee which is alleged by the Union to be improper, the Employee or the Union on behalf of the Employee involved may, within five (5) working days after the discharge, submit a grievance, in writing, directly to the Human Resources Superintendent. The matter will be reviewed at a meeting of the Company and the Union Grievance Committee within forty-eight (48) hours, if possible, after the filing of such grievance with the Human Resources Superintendent. Every effort will be made by management to render its decision thereon forthwith. In any event the Human Resources Superintendent shall render their decision to the International Representative and the Grievance Committee members within three (3) working days from the meeting. If the decision of the Company is not satisfactory, or no answer is received from the Company the matter may proceed to arbitration, provided a request for arbitration as outlined in Article 7.01 hereof is received within fifteen (15) working days of the meeting with the Human Resource Superintendent.
- 7.06** In the event that arbitration is requested, the Company and the Union shall act promptly in the selection of an arbitrator. It is understood and agreed that in cases where the Arbitrator finds that the Company has violated any of the provisions of this Agreement, and that such violation

has resulted in a loss of wages or other remuneration, the Arbitrator shall have the authority to order the Company to pay such lost wages or other remuneration, to the Employee or employees either in full or in part as to the Arbitrator may seem just in the circumstances. Should the Arbitrator decide that any discharge or suspension is unjustified or too severe, they shall have the power to rescind or reduce the penalty and reinstate the Employee without loss of general or departmental seniority, with or without back pay, or by any other arrangement which, in the opinion of the Arbitrator, is just and equitable.

- 7.07** 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.

ARTICLE 8 – SENIORITY

- 8.01** The term “seniority” as used in this Contract shall be defined as:

- a) General - the length of continuous service with the Company since the employee’s date of hiring, except as expressly provided herein.
- b) Departmental - the total aggregate length of time an employee has spent in department since their last date of hire. An employee cannot accumulate seniority in two (2) departments at the same time.

- 8.02** Departmental seniority shall be used for promotions, demotions, and wherever the term “seniority” shall be set forth in the contract without specifying type. Departmental seniority shall be accumulated in one of the following departments:

- (1) Production
- (2) Maintenance

- (3) Loadout
- (4) Safety Team Leader
- (5) Administration

- 8.03** All department and general seniority shall be lost if an employee quits, is discharged and not reinstated through the grievance procedure, does not return after having been recalled by the Company or when the employee's recall rights have elapsed. Employees shall have the recall rights for two (2) years.
- 8.04** Where an employee while on layoff returns to perform work of short term duration, the employee's recall rights shall be extended for two (2) years from the last day worked.
- 8.05** New employees shall be deemed probationary for their first **five hundred sixty (560)** hours actually worked. Employees may take advantage of the grievance procedure, however may be terminated at the sole discretion of the Company for general unsuitability. The Company shall notify the Union when probationary employees are laid off or terminated. After completion of the probationary period, an employee shall be credited with their general and departmental seniority from their hiring date as a probationary employee. The Company will provide the employee with a copy of all written evaluations completed during the probationary period. The probationary period may be extended by mutual agreement of the parties.
- 8.06** The Company shall compile all seniority lists and shall, every three (3) months, post revised lists. Copies of these seniority lists, together with the names of employees who have terminated their employment during this period, shall be forwarded to the Union. The general and departmental seniority of employees who start work on the same day shall be determined by a draw. Any dispute about a

seniority list must be raised by the employee affected and submitted to the Human Resources Superintendent, within thirty (30) calendar days of the posting of the list.

- 8.07** An employee transferred from an hourly-rated job to a temporary job outside of the bargaining unit shall continue to accumulate seniority for a maximum of six hundred forty (640) regular hours worked in any calendar year. If the employee completes the temporary transfer within six hundred forty (640) regular hours worked in any calendar year, they shall return to their previous position. If the temporary transfer exceeds six hundred forty (640) regular hours worked in any calendar year, the employee's seniority shall not be credited for any time in excess of the limit, and the employee shall reactivate their seniority when they return to the bargaining unit.

An employee permanently transferred from the bargaining unit subsequent to May 1, 1981 shall retain all seniority rights held at the time of transfer and will reactivate such seniority if they return to the bargaining unit within a six (6) month period following such transfer. In the event the transfer is for more than six (6) months, the employee shall lose all seniority rights.

The employee returning to the bargaining unit within six (6) months following such transfer shall have the right to return to their former job with all seniority they had acquired prior to their transfer, provided they shall have general seniority over any employee in the classification.

If the classification no longer exists, or if they do not have general seniority over at least one of the employees in the classification, they may be placed in a classification to which their general seniority entitles them. The classification of other employees in the subject classification shall be adjusted accordingly. However, no

employee in the jurisdiction of the Union shall be laid off or suffer a reduction in wage rate as the result of such a return.

ARTICLE 9 – QUALIFICATIONS

- 9.01** In determining an employee's qualifications, the Company shall consider an employee's knowledge, ability, physical fitness (subject to Article 21.05) and length of service. Where knowledge, ability and physical fitness (subject to Article 21.05) are satisfactory for the proper performance of the duties of the position, length of service shall govern.

ARTICLE 10 – LAYOFF

- 10.01** Layoffs within any department for six (6) calendar days or less may be without regard to seniority.
- 10.02** If a layoff in a department is expected to last for more than six (6) calendar days then the employee or employees with the least general seniority in the classification or classifications affected, shall be laid off and shall have the right to displace another employee with less general seniority in another classification within the department, provided that the more senior employee is qualified to perform the work.
- 10.03** An employee displaced from a department under Article 10.02 shall have the right, if qualified, to displace an employee with less general seniority in any department.
- If a layoff is for greater than twenty one (21) days, employees shall be provided an opportunity, by seniority, to train and be deemed qualified prior to the layoff date and displace into the positions the Company deems necessary in the following elements within the Loadout Operator position:

- **Weigh Master**
- **CAT Operator**
- Spoutperson
- Loader Operator
- Trackmobile

10.04 Senior Employees Electing Layoff

- a) **As a result of the unique production requirements at Nutrien Patience Lake, the parties hereby agree that a senior employee who is eligible to work during a designated period of layoff, may elect to go on layoff providing there is a junior employee who has the necessary qualifications and experience to fill the vacancy and who would have otherwise been laid off.**
- b) **It is also understood that should the senior employee elect to take such layoff, they shall do so for their entire layoff period, and neither the employee who elects layoff or their replacement may submit a grievance regarding their decision to elect layoff.**
- c) **This provision is not available during periods designated as a vacation/maintenance shutdown.**

10.05 A laid off employee shall accrue no benefit except the right of recall and recourse to the grievance procedure concerning recall rights, and benefits provided for in a), b), and c) below:

- a) Life insurance, major medical, vision care and dental insurance will be continued for a laid off employee for four (4) months beyond the day of layoff
- b) Life insurance, medical, vision care and dental insurance will be continued for a laid-off employee for four (4) months beyond the last day worked where such

employee has returned during their layoff to perform work of a short term duration.

- c) Pension credits will be continued for a laid off employee for six (6) months beyond the day of lay off.

For the purposes of “inventory adjustments” only, the four (4) months as per a) and b) of this Article, will be extended through the period of the “inventory adjustment”.

10.06 No employee who has completed their probationary period as per Article 8.05 shall be discharged, unless for just cause other than shortage of work, or laid off without receiving at least one week’s written notice of termination or layoff. For purposes of this section “layoff” means temporary dispensation by the Company with the services of an employee for a period exceeding six consecutive days.

10.07 Layoff Notice. In the event of layoff every employee affected shall be given the notice set out below or payment in lieu of notice:

- a) One week’s written notice if their period of employment is more than three (3) months or less than one (1) year.
- b) Two (2) weeks written notice if their period of employment is one (1) year or more, but less than three (3) years.
- c) Four (4) weeks written notice if their period of employment is three (3) years or more, but less than five (5) years.
- d) Six (6) weeks written notice if their period of employment is five (5) years or more, but less than ten (10) years.
- e) Eight (8) weeks written notice if their period of employment is ten (10) years or more.

- 10.08** Where through the application of this Article an affected employee is displaced from their job because of a permanent downsizing of the operation and is unable to transfer to another job because of their inability to fulfil the normal requirements of that other job, they will be offered training on a one-time basis (one time per permanent downsizing) not to exceed two hundred forty (240) hours, where with such training, they should be able to fulfil the normal requirements of that job.
- 10.09** 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.

ARTICLE 11 – RECALL

NOTICE OF LAYOFF

- 11.01** Laid off employees having recall rights, if qualified, shall be recalled for jobs with the Company in order of general seniority. Training on a one time basis (one time per lay off), not to exceed ninety-six (96) hours, will be provided for such employees capable of bumping laterally or into a lower classification, provided the employee has all basic prerequisites for the new job and becomes capable of doing that job after receiving such training and provided no job is available within their job classification.
- 11.02** Recall notices shall be sent by registered mail to the last address supplied to the Company's personnel office by the employee. An employee who fails to report for work within fifteen (15) calendar days after such recall notice is sent, or who shall fail to advise the Company of their inability to return to work within the fifteen (15) calendar day period shall lose all seniority rights. An employee who, within the

fifteen (15) calendar days after the mailing of the recall notice advises the Company of their inability to return within the fifteen (15) calendar day period shall be granted a period of twenty-eight (28) calendar days from the mailing of the recall notice, if they so request, in which to report to work.

- 11.03** Copies of the recall letters shall be immediately forwarded to the Union.
- 11.04** A recalled employee shall be scheduled for work not later than seven (7) calendar days after the employee shall have advised the Company of their availability.
- 11.05** An employee incapacitated through illness or injury while on layoff will be eligible to receive Short Term Disability and/or Long-Term Disability benefits with effect from their first scheduled shift following recall.

ARTICLE 12 – PERMANENT VACANCIES

12.01 Permanent vacancies will be filled as follows:

- a)** Permanent vacancies within the Production Department will be posted as per Article 12.02 with the bid awarded to the applicant in the following manner:
 - i) by greatest departmental seniority within the Production Department, then
 - ii) by greatest general seniority, then
 - iii) by assigning a new hire
- b)** Permanent vacancies within the Licensed Journey-person classifications in the Maintenance Department will be posted as per Article 12.02 with the bid awarded to the applicant with the applicable Journey-person License in the following manner:
 - i) by greatest departmental seniority within the Maintenance Department, then
 - ii) by greatest general seniority, then

- iii) by assigning a new hire
- c) Permanent vacancies within the Loadout will be posted as per Article 12.02 with the bid awarded to the applicant in the following manner:
 - i) by greatest departmental seniority within Loadout, then
 - ii) by greatest general seniority, then
 - iii) by assigning a new hire
- d) Permanent vacancies within the Heavy Equipment Operator, Maintenance Helper, Apprentice classifications, Safety Team Leader and Warehouse person will be posted as per Article 12.02 and the bid awarded on the basis of greatest general seniority.
- e) Temporary labourers may bid on permanent vacancies.

12.02 All permanent job vacancies shall be posted on the bulletin boards for a period of seven (7) calendar days. Employees who are successful bidders for a permanent vacancy will not be allowed to bid on future vacancies for six (6) calendar months from the date they were awarded the posting. This shall not apply if the new vacancy posted is for an apprenticeship or maintenance. The name of the successful bidder will be posted upon closing of the posting. The Company will provide a list of all applicants to the Union upon closing of the posting. The Company will transfer the successful bidder within thirty (30) calendar 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 on the thirty-first (31st) calendar day, providing

the new rate of pay is higher than the bidder's present rate.

- 12.03** If an employee is the successful bidder for a vacancy filled following Article 12.01, they shall be provided a one-time period of training not to exceed the training hours outlined in Article 34.01. After two hundred forty (240) hours of training, a determination will be made of whether the employee can be reasonably assumed to be capable of fulfilling the requirements of the job. If the employee is not capable of performing the job, or the employee voluntarily disqualifies themselves within the two hundred forty (240) hour qualifying period, the employee will be returned to their previous classification without loss of wages or seniority.
- 12.04** If an employee has agreed to receive training, they shall be provided a period of training in each classification not to exceed the training hours outlined in Article 34.01. After two hundred forty (240) hours of training, a determination will be made of whether the employee can be reasonably assumed to be capable of fulfilling the requirements of the job. If the employee is not capable of performing the job, or the employee voluntarily disqualifies themselves within the two hundred forty (240) hour qualifying period, the employee will be returned to their previous classification and shall not be considered for the training for a minimum of one (1) year without loss of wages or seniority.
- 12.05** The Company and Union agree that training employees in all aspects of their working department is essential to the efficiency of the operation. The Company and Union further agree that not all employees are comfortable being required to do so. Therefore the parties agree that no more than two (2) employees per five (5) person crew can opt out of mandatory department training if they desire. Opting out will be determined by seniority on each crew

in writing, to Human Resources and a Union Executive member.

- 12.06** The Company recognizes that employees within the Production Department will be entitled to be trained in the duties of the classifications in the Department in order to qualify themselves for future vacancies, unless they freeze themselves as per Article 12.09. The Company agrees that senior employees will be given the opportunity to fill temporary vacancies on their crew and shift in order to obtain the necessary qualifications.
- 12.07** An employee who fails to qualify for a position, or to maintain their qualifications, will be returned to their former classification without loss of seniority.
- 12.08** It is recognized by the parties that the unavailability of a qualified replacement for an employee may make it necessary for the Company to temporarily bypass a senior, qualified employee until a qualified replacement can be found.
- 12.09** When an employee indicates a desire in writing to Human Resources and a Union Executive member, to not receive training for other positions they shall be declared frozen and shall be prohibited from moving until such time as they indicate a desire, in writing, to Human Resources and a Union Executive member, to receive training. If there are an insufficient number of employees desiring training, the junior employee in the department shall be obligated to be trained.

An employee is eligible for promotion, once they have served notice under Article 12.09 to receive training and have completed the training. The Junior employee in the department or employees at the bid level cannot freeze or be bypassed.

- 12.10** Any employee who has received training at the direction of the Company, in order to provide relief in another classification for periods of less than a full shift, will be afforded the ability to exercise their right to freeze themselves as per Article 12.09. For periods of a full shift or greater, Article 13.01 applies.

ARTICLE 13 – TEMPORARY VACANCIES

- 13.01** Temporary vacancies, defined as vacancies caused by the absence of an employee from work or additional work of a temporary nature which does not exceed sixty (60) calendar days duration shall be filled by the interested qualified employee on the same crew having the greatest departmental seniority in the position below or above the temporary vacancy with the most junior currently qualified employee on the crew being obligated. In the event that a temporary vacancy is filled by an employee from outside the department on the basis of general seniority, that employee will continue to accrue department seniority in their original department and will be returned to their previous job assignment and classification upon completion of filling the temporary vacancy caused by the absence of an employee from work.

RIGHTS OF PARTIES TO AGREEMENT

- 13.02** When it is known that a temporary vacancy will exceed sixty (60) calendar days duration, then the vacancy shall be filled by the process outlined in Article 12.01, allowing the senior qualified employee forty-eight (48) hours to accept or decline the vacancy. The employee so promoted shall fill the vacancy until the absent employee returns. It is understood by the parties that should the absent employee return or does not return on a permanent basis, creating a permanent vacancy, it shall be filled following the provisions

of Article 12.01. It is understood by the parties that should the absent employee return or the absent employee does not return on a permanent basis, then the employee filling the vacancy shall be returned to their original department and classification without loss of their original departmental seniority.

Should the vacancy become permanent, and the employee filling the vacancy on a temporary basis retains the position based on seniority, they shall be credited with department seniority from the day that employee first filled the vacancy. If they do not retain the position, their seniority while working in the position on a temporary basis, shall be credited in their original department.

ARTICLE 14 – TEMPORARY LABOUR

- 14.01** For work at Loadout of a seasonal or temporary nature such as the loading of product and miscellaneous labour, the Company may hire employees who shall be classified Temporary Labourers.
- 14.02** Temporary Labourers shall be eligible for call out pay, overtime pay, reporting pay, assignment pay and shift premium pay as set forth in this Agreement, but shall acquire no other rights under the Contract until they shall have actually worked seven hundred twenty (720) hours in any one (1) period of employment.
- 14.03** A former employee with recall rights may decline to accept employment as a Temporary Labourer without affecting their recall rights.
- 14.04** Temporary Labourers shall be eligible for Life Insurance coverage and Accidental Death and Dismemberment coverage from date of hire. Major medical and dental coverage will commence on the first of the month following the completion of one hundred sixty (160) hours actually

worked during one (1) employment period as determined by the Company.

ARTICLE 15 – HOURS OF WORK

15.01 For the purpose of computing overtime only, the work week means a period between midnight on Saturday and midnight on the immediately following Saturday. “Day” shall be as defined in the Saskatchewan Employment Act, that is, “day” means any period of twenty-four (24) consecutive hours.

15.02 When the Company deems it necessary to perform work on overtime, overtime shall be distributed as equitably as reasonably practical within each crew as per the overtime distribution list. Unscheduled overtime shall be voluntary, except:

- a) when an employee cannot be relieved, in which case they will not be required to work more than four (4) hours, or;
- b) in the event of an emergency.

It is understood that this section does not assume that each employee sharing overtime with a particular crew will at any given time have received the same number of overtime hours but merely expresses the fundamental policy of the Company to keep such overtime as nearly in balance from time to time as is practicable under the circumstances.

15.03 If the balance of overtime hours worked among a crew which normally shares overtime work is not properly maintained because of improper allocation and a grievance is filed, and as a result an employee is found not to have had their fair share of overtime the off-balance condition shall be identified and preference given to the aggrieved employee over the other employees involved as soon as practicable, until a fair balance in the overtime distribution

is re-established.

15.04 In computing overtime worked, any fraction worked over a quarter of an hour shall be computed to the next quarter hour.

15.05 The Company agrees to post overtime lists, on a bi-weekly basis, showing overtime credited to employees on the affected crew and indicating the current list in order of overtime eligibility for the following bi-weekly period.

The following items will be considered as time credited towards an employee's overtime balance for application of this Article:

- a) any hours of overtime worked
- b) any hours of overtime offered and declined by the employee

On an approved absence, the employee shall not be offered overtime work and will not be credited with any hours during such absence.

If an employee wishes to be offered overtime during an approved absence, they must submit the request in writing, five (5) days prior to the leave to the Company (copy to the Local Union) and therefore will be offered all appropriate overtime opportunities and have time credited in accordance with this Article.

When the overtime is being offered to replace an absent employee, the overtime shall first be offered to those in the same classification.

15.06 The Company will pay overtime at the rate of double time of an employee's base job classification for hours worked in excess of eight (8) hours in a day, forty (40) hours in a week or for work performed by an employee outside their regular work schedule with less than forty-eight (48) hours' notice.

It is understood that the foregoing does not constitute a guarantee of the hours to be worked in any week.

15.07 The parties agree that time paid for but not worked shall not be included as time worked for the purpose of computing double time pay.

15.08 Scheduled days off shall be consecutive.

ARTICLE 16 – OVERTIME TRANSPORTATION

16.01 The Company shall furnish suitable transportation to the employee's residence within a distance of 50 kilometers of the mine site for employees who have worked unscheduled overtime and for whom no other means of transportation is available. Such transportation shall be available at the mine site within fifteen (15) minutes following the completion of the overtime period for which the employee has been paid provided there shall be more than fifteen (15) minutes remaining from that time to the end of the shift. If the employee arranges their own transportation, they will receive a twenty-five (\$25.00) dollar allowance.

See Article 30.03 for call out transportation.

ARTICLE 17 – WAGE DIFFERENTIALS

17.01 A shift premium will be paid for all hours actually worked on the afternoon or graveyard shifts 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 seventy-five cents (\$2.75) per hour

17.02 A weekend premium will be paid for all hours 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

ARTICLE 18 – SHORT TERM SICKNESS

- 18.01** Employees are paid their normal base wage for the number of regularly scheduled hours in that day as per their weekly work schedule, for periods of short term sickness up to and including the first sixteen (16) hours of consecutive scheduled work time missed.

Benefits:

Full Years of Continuous Service in that Calendar Year	Short Term Sickness Payment Amount (Paid Hours) per Calendar Year
Less than 1	0
1 Year	24
2 Years	32
3 Years	40
4 Years	48
5 Years	56
6 Years or More	64

Any unused amounts are payable to all qualified employees on the first full pay period after January 1st of the succeeding calendar year. (Payment is on the basis of the individual's base rate as of December 1st).

Employees terminating prior to December 1st who give proper notice (two (2) weeks) shall receive payment for any unused benefits.

ARTICLE 19 – ANNUAL VACATION

19.01 The Company shall grant Annual Vacation in accordance with Annual Holidays under the Saskatchewan Employment Act. An employee shall be entitled:

- a) With less than one (1) year employment with the Company, an annual vacation amounting to ten (10) hours for each month of service ending June 30th of the current vacation year.
- b) With one (1) year or more, but less than six (6) years employment with the Company, an annual vacation amounting to one hundred twenty (120) hours.
- c) An employee who has accrued five or more years of continuous or accumulated employment, vacation as follows:

Five years:	120 hours
Six years:	128 hours
Seven years:	136 hours
Eight years:	144 hours
Nine years:	152 hours
- d) With ten (10) years or more of employment with the Company, an annual vacation amounting to one hundred sixty (160) hours.
- e) An employee who has accrued fifteen (15) or more years of continuous or accumulated employment shall receive two hundred (200) hours of vacation.

19.02 The Company shall pay to an employee holiday pay as follows:

- a) An employee with less than six (6) years of continuous or accumulated employment, vacation pay of 6% of their total wage for that period.

- b) Effective July 1st of each year, an employee who has more than 5 years of continuous or accumulated employment vacation pay will be calculated as follows:

5th Year	6.0% of gross earnings
6th Year	6.4% of gross earnings
7th Year	6.8% of gross earnings
8th Year	7.2% of gross earnings
9th Year	7.6% of gross earnings
10th Year	8.0% of gross earnings

- c) An employee who has fifteen (15) or more years continuous or accumulated employment shall have their vacation pay equal to 10% of gross earnings.
- d) Vacation pay for all employees shall be based on earnings received between July 1st of the preceding year and June 30th of the current vacation period.

19.03 Each employee who has accrued one (1) or more full years of service prior to their anniversary date in any year shall receive a vacation bonus, payable on the date of vacation taken after the July 1st date. The vacation bonus will be two hundred dollars (\$200) after one (1) year, two hundred and fifty dollars (\$250) after five (5) years, and three hundred dollars (\$300) after ten (10) years.

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

19.05 It is the intention of the parties to follow the terms of Annual Holidays as defined in the Saskatchewan Employment Act.

- 19.06** a) It is understood that efficient operations are of utmost importance in the scheduling of vacations. General seniority within the department will be given every possible consideration for vacation requests by employees who make requests on or before May 1st. It is understood that the requirements of a vacation maintenance shutdown may take precedence over vacation requests. Vacation requests filed after May 1st will be processed as soon as reasonably practicable to a maximum of five (5) working days of submission.
- b) A vacation shutdown can be designated by the Company provided it falls during the school summer vacation period, and the Union will be notified of the Company's intention regarding such vacation shutdown not later than April 1 of that year. The Company will endeavour to inform employees of the date of the shutdown as soon as reasonably established.
- c) It is understood by the Company and the Union that every effort will be made to utilize employees during a vacation maintenance shutdown at the employee's request.
- 19.07** 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.

ARTICLE 20 – PUBLIC HOLIDAYS

- 20.01** An employee who is employed in any week in which New Year's Day, Family Day, Good Friday, Victoria Day, Saskatchewan Day, (July 1) Canada Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day

and Boxing Day, (hereinafter called Public Holidays) occurs and who:

- a) Does not work on any or all of the said holidays shall be paid 100% of the sum to which they would be entitled as wages, exclusive of overtime, for that day were that day not a holiday.
- b) Does work on any or all of the public holidays shall be paid the sum required by sub-paragraph (a) hereof, plus a sum equal to two (2) times the regular rate of wages of such employee for each hour or part thereof they are required to work or for which they are required to be at the disposal of the Company on such public holiday. The employee may bank eight (8) hours at straight time rate of pay in lieu of the pay as per Article 20.01 (a). Such time will be included in the thirty-six (36) hour shortened work day bank in Appendix II, Article 15.01 (Schedule A and Schedule B). Employees may bank public holiday pay, subject to available room in the shortened work day bank.

- 20.02** When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday, the Monday following any such day shall be observed for the purposes of subparagraphs (a) and (b) of Article 20.01.
- 20.03** The parties agree that this Article shall not limit the right of the Company to schedule an employee to work on any such public holiday.
- 20.04** If conditions permit, employees will be given the opportunity to have Christmas Day off. It is agreed that a skeleton crew may be scheduled for Christmas Day.
- 20.05** Where a public holiday falls within fourteen (14) calendar days after an employee's layoff date they will receive pay for that holiday provided they return to work on the

date of their recall. Where either Christmas Day, Boxing Day, or New Year's Day falls within this provision then compensation will also be provided for all three public holidays should they fall within the period of the layoff and provided that the employee returns to work when recalled. When a public holiday occurs within the week in which an employee is recalled to work, then the employee will be paid for that holiday provided they return to work on the date of their recall.

- 20.06** For the purpose of calculating overtime only, the work week will be shortened by eight (8) hours for each Public Holiday which falls in that week.

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 21 – LEAVE OF ABSENCE

- 21.01** An employee shall be granted a leave of absence without pay for appropriate reasons for the period not to exceed twenty-one (21) calendar days. Such a leave may be granted by the Company upon the written request of the employee. The Company agrees to respond to the written requests for leaves within five (5) working days of receipt of such requests. It is understood that such leave will be granted only when it will not unduly interfere with the operations of the works. Emergency leave in cases such as serious illness or death in the immediate family will be granted upon request, verbally by their immediate supervisor or their superintendent, and confirmed in writing later.

21.02 a) The Company agrees to grant leave of absence without pay on not less than five (5) working days' notice in every case and of not more than fourteen (14) calendar days duration to not more than two employees at any time for the business purposes of the Union or of the International Union of the United Steelworkers. Applications for any such leave shall be made by the Union to the department superintendent. The Company will consider extending the foregoing upon representation therefore by the Union.

b) The Company will provide to the Union four hundred (400) paid hours per bargaining agreement year, to be used for Union business. The use of such time is to be approved through the President of the Local, and any time used during work hours is subject to the authorization of the Company.

Any hours unused during a year may be carried over for a maximum of three (3) years.

21.03 a) An employee seeking election or elected to a full time office or position with the City of Saskatoon, Province of Saskatchewan, the Federal Government, shall be granted a leave of absence for the necessary period, within the life of this agreement, and shall retain all seniority rights.

b) An employee elected or appointed to a full time office or position with the Union shall be granted a leave of absence for the necessary period, within the life of this agreement, and shall retain all seniority rights.

c) Acceptance of employment elsewhere, except as provided in Articles 21.03 a) and 21.03 b), for pay or profit while on Leave of Absence may constitute a resignation by the employee unless the Leave of

Absence was granted with the specific understanding and permission of the Company that other employment was to be undertaken.

- 21.04** Employees absent for two (2) or more working days due to sickness or non-work related injury are required to present a doctor's certificate upon their return to work. However, the Company may, after consultation with the Union Grievance Committee, require an employee to present doctor's certificate after one (1) working day absence when the employee's past performance or unsatisfactory attendance warrants it.

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

- 21.05** An employee who cannot or should not work because of their illness or injury, may remain absent from work and shall be granted a disability leave for the duration of such disability provided they remain eligible for short-term disability benefits, long-term disability benefits, or full Workers' Compensation benefits.

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

- 21.06** When an employee wishes to further the possibility of advancement with the Company by taking a full-time course or training, the Company will, subject to the requirements and efficiency of the operations, grant them an Educational Leave of Absence without pay or benefits or pension accrual provided that:

- The employee request the leave in writing at least thirty (30) calendar days in advance.
- The employee has at least three (3) years of general seniority.
- The leave is not for a period in excess of ten (10) 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 not to 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.

The period of leave shall be included in determining the employee's general and departmental seniority. Such employee shall return to their previous job on completion of the leave provided they are entitled to such job by their general seniority.

- 21.07** 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: medical, dental, life, AD&D 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.

21.08 MATERNITY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

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

21.09 DOMESTIC & INTERPERSONAL VIOLENCE LEAVE

The Company and Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

- a) **Employees experiencing domestic/interpersonal violence will be able to access a leave of absence from work as covered in the Saskatchewan Employment Act.**
- b) **This leave will be above existing leave entitlements and may be taken as consecutive or single day or as a fraction of a day, upon approval.**
- c) **Employees accessing this leave will not have this time counted towards any absenteeism program.**

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01** a) An employee who is absent from work because of:
- i) the death; and/or
 - ii) attendance at the funeral of a member of their “immediate family” defined as an employee’s **parent, step parent, step sibling**, spouse, Common Law spouse, **sibling**, child, parent in law, sibling in law, child in law, grandparents or grandchildren, foster children, foster parents, legal ward or legal guardian or spouse’s grandparents shall receive Bereavement/Funeral Leave of Absence benefits subject to b), c), d) and e) below:
- b) Bereavement Leave Benefits shall be paid for up to two (2) shifts within the five (5)-calendar-day period commencing on the date of death.
 - c) Funeral Leave benefits shall be paid for up to two (2) shifts for attendance at the funeral or other ceremony in recognition of the death.
 - d) In the event an employee is required to be a pallbearer at a funeral and funeral leave benefits were not applicable as per the above provision, the Company will grant the necessary time off and they will not lose pay for the

regular scheduled time missed to a maximum of one full shift.

- e) 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.
- f) At the discretion of the Company, benefits under Article 22.01 c). above may be approved in unique and special circumstances involving family members beyond those identified in 22.01 a).

ARTICLE 23 – JURY DUTY LEAVE

- 23.01** An employee with one or more years of service with the Company who shall be prevented from working any of their scheduled hours of work by virtue of having been called to jury duty, or subpoenaed as a witness by the Courts, shall be compensated for such time by paying the employee the difference between the jury or witness fee received by them and the straight time rate of their classification, excluding premiums, for periods not to exceed eight (8) hours in any day or forty (40) hours in any week, provided the employee shall notify the Company at least twenty-four (24) hours in advance of the day that they are to report for jury or witness duty and shall provide proof of jury or witness service.

ARTICLE 24 – LUNCHES

- 24.01** A twenty-minute (20-minute) lunch break and two (2) ten-minute (10-minute) coffee breaks will be taken without delay to or without interference with the operations of the Company. The Company will supply a lunch and lunch break to all employees working call outs or overtime beyond two (2) hours and before three (3) hours after the call out or overtime starts. The lunch shall be from a restaurant

agreed upon between the Company and the Union when open and from stores when it is not open. A meal claim of twenty dollars (\$20.00) may be paid in lieu of the meal. An additional lunch and lunch break will be provided if the call out or overtime work goes beyond six (6) hours. A meal claim is not an option for the second lunch.

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

ARTICLE 25 – TOOLS AND SAFETY EQUIPMENT

- 25.01** The Company will issue the following tools, safety equipment and protective clothing to employees as required in the opinion of the Company for the performance of the works by the employees:

Hand and special tools; neoprene mitts, jackets, winter pants and oilers; dust and paint respirators; welders' face shields, gloves and goggles; rubber boots; standard safety glasses and safety goggles; linemen's gloves, body harnesses and lanyards; hard hats and liners.

Employees are expected to have work gloves on the job and use them as required. Work gloves will be supplied by the Company at no charge at the time of hiring and will be replaced when required due to reasonable wear and tear.

- 25.02** The above items will be issued at no cost to the employee subject to their return in good condition, excusing fair wear and tear only, upon the request of the Company or upon the employee's termination. Worn out or broken items will be maintained at Company cost.
- 25.03** The Company shall issue to employees at no cost, all tools required in the opinion of the Company for the performance of work by the employees. Tools issued to an employee shall be the responsibility of the employee. After

consideration as to where and under what circumstances a tool is lost, the company may replace a lost tool without charge to the employee.

- 25.04** A safety and clothing allowance of **four hundred twenty-five (\$425)** will be paid to all employees who are permanent or probationary at the end of the first pay period in January of each year, with permanent employees receiving it for that pay period, and probationary employees receiving it for the first pay period following completion of their probationary period.

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.

25.05 Employee Parking

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 26 – SAFETY

- 26.01 a)** It being to the mutual interest of both the Company and the Union to promote safe practices at the site, the Union shall designate two (2) employees as union safety representatives. Each of these representatives, with the manager or their designated representative shall make a safety inspection of their area once each calendar month. Safety inspection shall be scheduled during the shift of the Union safety representative.
- b) The Company hereby agrees to allow the members of the Occupational Health and Safety Committee, two (2) hours of preparation time prior to the start of each scheduled monthly joint Occupational Health and Safety Committee meeting.**

- 26.02** It shall be the duty of the union safety representative and the manager's representative, on the date of each safety inspection, to review accidents that have happened in the safety representative's area during the preceding month. Further, in the event of a serious lost time injury, the manager's representative shall review with the union safety representative the circumstances surrounding the accident. This review shall be arranged within seven (7) calendar days and at a time which shall be mutually convenient to both parties.
- 26.03** In the interest of furthering safe operations, the parties agree to co-operate in satisfying the requirements of the Saskatchewan Employment Act and the regulations thereunder.
- 26.04** If, in compliance with the Saskatchewan Employment Act, the Union Co-Chairperson of the Safety Committee is requested by the Occupational Health and Safety Officer to accompany them during a mine inspection, the Union Co-Chairperson shall suffer no loss of wages because of the time spent in the inspection.
- The Co-Chairpersons, or designate, shall accompany the gas inspector, boiler inspector, elevator inspector, electrical inspector and any other inspectors mutually agreed by the parties. The Union Co-Chairperson, or designate, shall suffer no loss of wages because of the time spent in such inspections.
- 26.05** The O.H.S. Committee shall be advised of all light duty work offered to any employee.
- 26.06** 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 the OH&S 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.

- 26.07** The Company will publish a manual containing safety rules and regulations for employees. Any safety rules put into effect after the manual has been prepared will be posted in proper places for the information of employees. Prior to the publication of any new manual containing safety rules and regulations the Company shall submit such publication to the OH&S Committee for its review. Within thirty (30) calendar days from the receipt of the proposed publication, the OH&S Committee shall return the manual to the Company along with any recommendations for improvement. In the event that 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. Deviations to existing key safety procedures (e.g. lockout, confined space) will go through the OH&S Committee for review and recommendations prior to implementation.

26.08 MEDICAL EXAMINATIONS

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

ARTICLE 27 – TRAINING

27.01 To promote the training efforts by the Company, the Company and the Union shall each designate two representatives who together shall form a training committee. The Union shall select one tradesperson and one non-tradesperson as their Committee Representatives. The committee shall meet twice annually at a time and place mutually agreeable. It shall be the duty of the committee to review the training program since the committee's last meeting. Recommendations of the committee shall be submitted to the Company for consideration.

27.02 An employee attending a course of study arranged by the Company shall be reimbursed for wages lost up to a maximum of forty (40) hours per course provided that they return to work and completes their scheduled shift within a reasonable time.

The Company will make every reasonable effort to provide training courses for employees.

Senior employees will be given first opportunity to attend training courses offered that are applicable to the employee's classification or trades designation. Normally, no more than one (1) employee per production crew will be excused from work to attend classes at a time. However, the Company may permit more employees to attend if operational requirements permit. The Company will assist the training committee in compiling lists of courses of study available to employees to aid in career development.

- 27.03** All training, on and off site, offered and completed satisfactorily by an employee shall be verified and recognized by the company and documented in the employees personnel file and the Union be notified, on a monthly basis of all training completed in the previous month.

ARTICLE 28 – PERSONNEL RECORDS

- 28.01** A copy of written warnings to be placed in an employee's personnel file shall be given to the employee and a copy forwarded to the Union.
- 28.02** Upon a request to the Human Resources Superintendent by an employee, or by the union grievance committee with written authorization from the employee, the Human Resources Supervisor will make a disclosure of reprimands and disciplinary actions recorded in the employee's record.
- 28.03** Disciplinary action in an employee's personnel file shall not be used as a basis for taking further disciplinary action against an employee after twelve (12) months, provided the employee has had no subsequent disciplinary warnings within that twelve (12) month period and shall be removed from the employee's file. Notwithstanding this agreement, the Company is not required to do periodic personnel file reviews. Documentation shall be removed at the time of its discovery.

ARTICLE 29 – BULLETIN BOARDS

- 29.01** The Company will provide a Bulletin Board at the dry, shop, control room and loadout for the purpose of the Union. Such Bulletin Boards may be used by the Union for the purpose of posting notices approved by the Union or its designated representative.
- 29.02** The Company and the Union further agree that Bulletin Boards at the Company shall not be used for the posting of material which shall be considered as controversial in the sense that it is political, anti-company or anti-union in nature.
- 29.03** The Bulletin Boards shall be provided with a lock and a key shall be made available to the president of the Union.

ARTICLE 30 – REPORTING FOR WORK AND CALL OUT PAY

- 30.01** An employee reporting for work on a day on which they are scheduled to work shall, unless they have been notified at least two (2) hours before the start of their scheduled shift not to report to work, be guaranteed work for their scheduled shift or pay for their scheduled shift if the Company determines no work is available.
- 30.02** An employee called while offsite and requested to report for a period of time, the start of which is more than one (1) hour prior to the start of their next scheduled shift, shall be paid double the rate of the classification for all hours worked or shall be paid a minimum of six (6) hours at their base rate. If an employee is called back to work after their regular shift or the completion of a callout or overtime period, while in the parking lot or beyond, callout provisions will apply.
- 30.03** An employee called to work under Article 30.02 who is not furnished transportation by the Company shall

be paid the greater of a twenty-five dollar (\$25.00) call out allowance or the CRA reasonable allowance rate per kilometer traveled from their place of residence (maximum one hundred twenty (120) kilometers per round trip).

- 30.04 a)** If an employee is called out, and works any portion of time between midnight and 4:00 a.m., they will not be required to report for their day shift that day until ten (10) hours have elapsed from the time they finished the callout work. They will be paid at their base straight time rate for any time missed on their regular day shift due to this provision. If the employee has less than two (2) hours left in their regular shift after the required ten (10) hours rest period they will not be required to work the remainder of their shift but they will not receive pay for this additional time missed. Article 30.04 (b) will apply if it is more favourable to the employee.

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

- b)** An employee who works in excess of sixteen (16) hours in a twenty-four (24) hour period shall be granted their next regularly scheduled shift off with pay. Pay will be for eight (8) hours at the employee's basic straight time rate and will be paid only if such regularly scheduled shift of work is consecutive with the twenty-four (24) hour period in which the excessive time was worked.

ARTICLE 31 – WORK SCHEDULES

- 31.01 a)** The Company shall post a weekly work schedule and any change shall be posted forty-eight (48) hours in advance of actual changes. **If less than forty-eight (48) hours notice is given, all hours worked by the employee(s) on the first shift of the new schedule**

shall be paid at overtime rates.

- b) An employee who is asked by the Company to work their day off will not be required to take off a scheduled day to avoid the payment of overtime. The parties agree that promotions, demotions, transfers and changing work loads may necessitate the change of work schedules subsequent to posting and that such changes are not made for the purpose of avoiding overtime.
- c) The work schedule will not be changed for only one (1) week to avoid overtime payment.
- d) When an employee is short hours due to transitioning between schedules, upon request of the employee, the employee will be provided an opportunity to make up the hours at straight time.

31.02 CREW CHANGE REQUEST

Where two (2) employees in the same job classification are agreeable to swapping crews, such request will not be unreasonably denied. **The Company shall notify the Union in writing upon approval of such request.**

ARTICLE 32 – WORK ASSIGNMENTS

- 32.01** Employees in any job classification may be assigned on a temporary basis by a supervisor to work in any other base job classification. **The Company shall first seek to transfer employees within the department, if available. Such temporary re-assignment from an employee's normal job shall not exceed two (2) weeks. During a period of time when an employee is temporarily reassigned, contractors shall not be used to perform work that a reassigned employee normally performs, before discussing with the Union President or their delegate.**

- 32.02** a) Whenever an employee is temporarily assigned to work in a classification higher than their regular one they shall receive the rate of the higher classification for the entire shift provided they are assigned to work at least one (1) hour of the shift in the higher classification. An employee qualified beyond an interim classification pursuant to Article 34 shall be paid operators rate.
- b) An employee temporarily assigned to a training position for more than (1) hour of the shift shall be paid the appropriate interim rate for the entire shift.
- 32.03** Whenever an employee works in a lower classification they shall receive the rate of pay of their regular classification unless the assignment is made at the request of the employee or it has been necessary to demote the employee due to insufficient work in their regular classification.
- 32.04** Maintenance of Rate: An employee who is reclassified to a lower rated job due to a reduction in the workforce, will maintain their base rate of pay for a maximum of twelve (12) calendar months from the date of such reduction in the workforce, providing they have three (3) years of service in the classification they were demoted from.
- 32.05** The number of people required in any classification shall be determined solely by the Company.

ARTICLE 33 – NO STRIKE - NO LOCKOUT

- 33.01** The Union agrees that during the life of this Agreement there shall be no strike, work stoppage or slow-down called, authorized, approved or sanctioned by the Union. Any employee who participates in, supports or encourages any strike, work-stoppage or slow-down shall be subject to discipline or discharge by the Company with right of appeal to the grievance procedure only as to the determination of the question of whether the employee so disciplined or

discharged did in fact participate in, support or encourage such strike, work-stoppage or slow-down.

- 33.02** The Company agrees that during the life of this Agreement there shall be no lockout of employees. Nothing in this Agreement shall be interpreted as interfering in any way with Company's right to extend, limit or curtail the operations, or to shut down completely when in its discretion it may deem it advisable so to do.

ARTICLE 34 – SCHEDULE OF WAGES, LINES OF PROGRESSION AND JOB CLASSIFICATIONS

Job Title	May 1, 2021	Effective May 1, 2022 3.1%	Effective May 1, 2023 3.7%	Effective May 1, 2024 3.7%
Safety Team Leader	55.262	56.975	59.083	61.269
Journey person	54.046	55.721	57.783	59.921
Dredge	51.433	53.027	54.989	57.024
Minefield Operator	51.433	53.027	54.989	57.024
Minefield/Dredge Interim	49.942	51.49	53.395	55.371
Screening/Compaction Operator	49.031	50.551	52.421	54.361
Screening/Compaction Operator Interim	48.121	49.613	51.449	53.353
Drying Operator	49.031	50.551	52.421	54.361
Drying Operator Interim	48.121	49.613	51.449	53.353
Loadout Operator	46.3	47.735	49.501	51.333
Loadout Operator Interim	42.659	43.981	45.608	47.295
Heavy Equipment Operator	46.3	47.735	49.501	51.333
Heavy Equipment Operator Interim	42.659	43.981	45.608	47.295
Maintenance Helper	40.358	41.609	43.149	44.746
Utility person	39.019	40.229	41.717	43.261
Utility person Interim	36.287	37.412	38.796	40.231
Labourer	33.557	34.597	35.877	37.204
Warehouse person	46.3	47.735	49.501	51.333
Warehouse person Interim	42.659	43.981	45.608	47.295
Apprenticeship:				
First Year	44.48	45.859	47.556	49.316
Second Year	46.3	47.735	49.501	51.333
Third Year	47.211	48.675	50.476	52.344
Fourth Year	48.12	49.612	51.448	53.352
Post Fourth Year Non Journey person	49.943	51.491	53.396	55.372

It is not the intent of the parties that the above classifications define exclusive areas of work or assignment and the classifications shall in no way imply a restriction on the Company's right to determine the duties of the classifications or to consolidate jobs.

The Company agrees that in the event of a consolidation of jobs, or a change in job content, that results in a meaningful increase in skill level for an employee, the company will negotiate with the union with respect to the proper rate of pay.

Apprenticeship Pay Rates

Indentured Apprentices in a four-year program will be paid as above.

LOAD OUT	PRODUCTION	MAINTENANCE	SAFETY
	Dredge Operator	Licensed Journeyman (BL)	Safety Team Leader
	Dredge Operator Int	Apprentice 4 Apprentice 3	
	Screening / Compaction Operator	Drying Operator	
Load out Operator	Operator Interim – Screening / Compaction	Operator Interim – Drying	Heavy Equipment Operator (BL)
Load out Operator Interim (BL)			Heavy Equipment Operator (BL)
		*Utility person (BL)	
		Apprentice 1 (BL)	
Temporary Labourer		**Maintenance Helper (BL)	
Notes:			
* Utility person Interim is used if hired from outside Company and is compensated at the Labourer rate of pay. After a maximum of 120 hours move to Utility person rate.			
** Heavy Equipment Operator Interim rate at Load out Interim rate and Heavy Equipment Operator rate at Load out Operator rate (note: rates deferred to monetary)			
*** Temporary labourer does not join Line of Progression and is only hired into Load out			
**** Maintenance Helper is not part of the line of progression			
Employees are required to train for relief purposes in accordance with Article 12			

- 34.01 The following is the identified maximum training periods for the identified classifications and the interim rate of pay applies to the training periods.

The Company will assign an Operator, in the classification being trained in, to provide direct assistance with the employee up to the number of hours as outlined below as determined by the Company.

During the training period, the Operator will receive the interim rate of pay in the classification in which they are training. Once an Operator has been deemed competent by the Company, the employee shall receive the full rate of pay for the classification in which they are performing.

Classification	Maximum Hours of Direct Operator Assistance (Hours)	Total Training Period (Hours)
Screening / Compaction*	100	434
Drying*	100	434
Dredge Operator	100	434
Minefield Operator	200	868
Loadout Operator	200	868
Heavy Equipment Operators	200	868
Safety Team Leader	200	868

* For Screening/Compaction Operator or Drying Operator – When the employee is trained in one of the two areas, they shall be compensated at the Operator level and shall not be placed at the Operator Interim level should they bid to the other Operator area.

As per Article 12.03, after 240 hours of training, a determination will be made whether the employee can be reasonably assumed to be capable of fulfilling the requirements of the job, and if they are unable, shall be returned to their former classification without loss of seniority as per Article 12.03.

ARTICLE 35 – TECHNOLOGICAL CHANGE

35.01 It is recognized that it is in the interest of the Company and the employees that the Company take advantage of technological change. Both parties also recognize the importance of lessening the effect of such change upon the employment security and the earnings of the employees as a result of such change.

35.02 Technological change shall mean: A change in work methods as a result of automation of equipment, the mechanization or automation of duties, the replacement or addition of equipment or machinery; which results in the displacement of an employee from their regular job.

35.03 The Company shall notify the Union of a technological change that affects the employment security and earnings of the employees, as soon as possible and will do so at least one hundred twenty (120) calendar days prior to the date on which such change is to be effected and such notice shall be in writing and shall state:

- a) the nature of the technological change
- b) the date upon which the Company proposes to affect the technological change, and
- c) the names, seniority dates and classifications of the employees that might be affected.

35.04 TRAINING BENEFITS

- a) All reasonable efforts will be made to provide an employee with training or retraining on a job which could potentially provide as closely as possible the job classification level which they held before their displacement.
- b) An employee who is displaced to a lower rated job through the application of technological change or as a result of being displaced by an employee themselves

displaced by the application of technological change will receive the rate for the job from which they were displaced for a period of eighteen (18) months provided that during said eighteen (18) month period they do not obtain a job at a higher rate than the rate for the job from which they were displaced. the technological change, and

- c) Where an employee has elected to take a lower job as referred to in (b) above and subsequently fails to accept a higher rated job for which they are qualified or for which, with ninety-six (96) hours training they should be able to fill the normal requirements of the job, then the rate protection will immediately cease.

35.05 An employee having eighteen (18) months or more seniority who is displaced from their regular job and is laid off as a result of technological change may elect by notice in writing to the Company to terminate their employment voluntarily, providing such written notice is received by the Company not later than six (6) months following a lay off as described above. Where an employee voluntarily terminates following the procedure mentioned they shall be entitled to a severance allowance at the rate of forty (40) hours wages at their regular straight time hourly rate, excluding any premiums or allowances, for each full year of general seniority, at the time of lay off, but in no case will the amount exceed thirteen (13) weeks' pay.

ARTICLE 36 – GROUP BENEFIT PLAN

36.01 The Company agrees to provide the following level of benefits under the Group Benefit Plan for the duration of this agreement from date of hire except as otherwise noted. The Union shall be notified of any changes or revisions to the plan texts.

The Insurance and group benefit plan texts shall not be changed or modified to reduce benefit coverage in any way during the life of this agreement except by negotiation and mutual agreement of both parties.

APPENDIX I

SUMMARY OF HOURLY BENEFIT PLANS

The following is a brief summary of the benefit plans. The master policy for each plan provides all the terms and conditions and will be the governing factor.

■ Life Insurance

Life insurance will be two times annual salary. Annual salary shall mean 2,080 hours at base rate.

■ Dependent Life Insurance

Dependent life insurance will be as follows:

Spouse \$10,000

Eligible dependent \$7,000

An eligible dependent is a son or daughter up to nineteen (19) years of age or if attending school on a full time basis, up to twenty five (25) years of age.

■ Accidental Death and Dismemberment Insurance

A.D. & D Insurance will be two times annual salary. Annual salary shall mean 2,080 hours at base rate.

■ Major Medical, Dental and Optical Insurance

The company will contribute one hundred percent (100%) of the cost of the Canada Life Extended Health Benefits and Extended Health Insurance and Optical Plan which benefits are outlined in the Canada Life contract with the company. It is understood that the company may change benefit carriers so long as the level of benefits is not reduced.

The employer's responsibility is to maintain the designated level of benefit coverages in effect on the date of ratification that relate to the major medical and optical insurance.

■ Major Medical Insurance

The medical plan provided under Canada Life allows for reimbursement of eighty percent (80%) of reasonable and customary charges for services allowed under the plan. Plan text should be referred to for specifics as to allowable benefits as the plan text will govern in cases of any questions arising which pertain to the benefits provided. It is understood that the company may change benefit carriers so long as the level of benefits is not reduced.

■ Optical Plan

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

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

■ Paramedical Services

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

1. **Accupuncturist**
2. **Chiropractors**
3. **Massage Therapist**
4. **Naturopaths**
5. **Osteopaths**

- 6. Physiotherapists/Athletic Therapists**
- 7. Podiatrists/Chiropodists**
- 8. Speech Therapist**

■ Dental Plan

No deductible, family coverage with maximum benefits of seventeen hundred dollars (\$1,700) per year per individual.

Coverage: Preventative Care 100%
Non-orthodontic 80%
Orthodontic 50%

Coverage for benefit plans includes employees on Long Term Disability and eligible dependents up to nineteen (19) years of age or if attending school on a fulltime basis, up to twenty-five (25) years of age.

■ Short-term Disability

Short-term Disability benefits will be seventy percent (70%) of base rate. Benefits payable after sixteen (16) hours of consecutive scheduled work time missed. Benefit period of seventeen (17) weeks.

■ Long Term Disability Plan

Refer to Letter of Agreement.

Long Term Disability benefits at seventy per cent (70%) of monthly base wage. Usual offsets are maintained.

PENSION PLAN

The Company agrees to start a pension plan for employees who are members of Local 189 of the United Steelworkers of America. The pension plan shall contain the following principal elements.

1. Effective Date: January 1, 1990. Pensionable service begins January 1, 1990
2. Eligibility: All permanent hourly employees.
3. Normal Retirement Date: The first of the month coincident

with or next following the sixty-fifth (65th) birthday.

4. Effective **May 1, 2022 – eighty-two dollars and twenty-five cents (\$82.25)** per month for each year of pensionable service.

Effective **May 1, 2023 - eighty-four dollars and fifty-five cents (\$84.55)** per month for each year of pensionable service.

Effective **May 1, 2024 - eighty-six dollars and seventy-five cents (\$86.75)** per month for each year of pensionable service.

Anyone retiring between May 1, **2022** and April 30, **2025** will have pension based on **eighty-six dollars and seventy-five cents (\$86.75)** per month per year of pensionable service.

5. Forms of Pensions:

a) Regular Form: The Regular Form of pension shall be payable for life but guaranteed a minimum of five years in any event.

b) Optional Forms: The member may elect to receive instead of the Regular Form of Pension an actuarially equivalent pension:

1. On the straight life basis with payments ceasing at death.
2. Payable for life but guaranteed a minimum of ten (10) years in any event.
3. Payable for life but guaranteed a minimum of fifteen (15) years in any event.

**Waiver must be signed by spouse for optional forms.*

6. Vesting: The member shall acquire a fully vested interest in pension credits earned to date upon completion of two years of continuous service.
7. Continuous Service: Continuous service is an employee's seniority as per Article 8.01 General Seniority.
8. Pensionable Service: For service after January 1, 2011

pensionable service shall be calculated in full years and fractions of a year of employment with pay in accordance with the following schedule, provided, however, that total Pensionable Service shall not exceed thirty-five (35) years:

Paid Hours of Employment	Whole or Fractional Years of Employment with Pay
1680 hours or more	one year
1495 hours or more	but less than 1680 9/10 of a year
1310 hours or more	but less than 1495 8/10 of a year
1125 hours or more	but less than 1310 7/10 of a year
940 hours or more	but less than 1125 6/10 of a year
755 hours or more	but less than 940 5/10 of a year
570 hours or more	but less than 755 4/10 of a year
385 hours or more	but less than 570 3/10 of a year
200 hours or more	but less than 385 2/10 of a year
less than 200 hours	0

Employment with pay shall include actual hours compensated. Paid hours of employment recognized in calculating a member's pensionable service include:

- hours actually worked, including overtime;
- hours of absence during which pay is received directly from Nutrien;
- approved absences from work on account of disability due to injury, sickness or accident. The disability must be such that the Participant is physically or mentally impaired so that they are prevented from performing the duties of employment in which they were engaged prior to the impairment and which is certified, in writing, by a medical doctor licensed in Canada or where the Participant resides;
- vacation hours used;
- regularly scheduled hours during temporary lay-off due to inventory correction downtime.

Exclusions from paid hours of employment remain as described in the current pension plan texts.

The number of months of pensionable service credited under the plan in a calendar year cannot exceed the number of months an employee is actually employed by the company during the year, including partial months. In no event can an employee accrue more than twelve (12) months of pensionable service under the plan in a calendar year.

Employees will receive pensionable service credit for the months of plan entry and termination, provided they meet the minimum hourly requirements outlined above.

9. Early Retirement

- a) Upon attainment of age fifty-five (55) and with twenty (20) or more years of continuous service, the member may retire at their option and receive:
 - 1) A pension based on their pensionable service earned to start at age sixty-five (65), but actuarially reduced at the rate of one half ($\frac{1}{2}$) of one percent (1%) per month for each month that the member is under age 65, or from the date they retire to the earliest date at which they could have retired with an unreduced pension.
 - 2) A bridge benefit payable to age sixty-five (65) of nineteen dollars (\$19.00) per month for each year of pensionable service. Provided, however, that the total service covered in (1) shall not exceed thirty-five (35) years and (2) shall not exceed thirty (30).
- b) Upon attainment of age fifty-five (55) and with ten (10) or more years of continuous service, the member may retire at their option and receive a pension based on the Pensionable Service earned to date to start at Normal Retirement Date and reduced actuarially at the rate of one half ($\frac{1}{2}$) of one percent (1%) per month for each month that the member is

under age sixty-five (65).

- c) Upon attainment of age sixty (60) and with thirty (30) or more years of continuous service, the member may retire at their option and receive:

- 1) A pension based on their pensionable service earned to date.
- 2) A bridge benefit payable to age sixty-five (65) of nineteen dollars (\$19.00) per month for each year of pensionable service.

- 10. Survivor Benefit: In the event of the death of a member prior to retirement, an immediate or deferred pension shall be payable to the deceased member's spouse in an amount equal in value to the Commuted Value of the retirement benefit, calculated from age sixty-five (65), accrued by the member to the date of their death.

In the event of the death of a member prior to retirement but eligible for unreduced early retirement, the member's spouse will receive an immediate pension equal to sixty percent (60%) of the pension that would have been payable to the member, had they retired on the day of their death and elected a joint and survivor sixty percent (60%) pension, if this benefit is greater than the survivor benefit outlined above.

In the event of the death of an employee on the payroll with fifteen (15) years of continuous service, or if the employee's age plus their continuous service totalled sixty (60) or more at their death with at least ten (10) years continuous service, the spouse will receive an immediate pension equal to fifty percent (50%) of the accrued pension benefit, if greater than the survivor benefit outlined above.

The above survivor pension will be reduced by two percent (2%) for each year over five (5) years the spouse is younger than the employee.

11. This pension is in addition to benefits payable under Government Pension Plans. The Company pays the full cost of this Pension Plan.

12. Pay for Retirees

The Company hereby agrees to deduct one (1) hour pay at each individual employee's base rate from the wages of active employees in the Bargaining Unit and will remit same to the Union each time an employee in the Bargaining Unit retires. The deduction will be taken in the first pay period of the month proceeding the month of retirement. If there is insufficient time between retirement notice and preceding pay period, the deduction will be taken in the next pay period. If there are a number of employees retiring at the same time, the Union will work with the Company in structuring the deductions to ensure that employees are not faced with a financial hardship due to these deductions. The sum of money deducted will be presented to the retiring employee.

A Retiree for the purpose of this Article shall be defined as:

- a) An employee who is at least fifty-five (55) years of age with a minimum of ten (10) years of service; and
- b) Who leaves the Company voluntarily

NOTE: A number of provisions in the Pension Plan will change as legislated and when in doubt contact the Human Resources Department.

SAVINGS PLAN

Eligibility

- All permanent hourly employees.

Benefit

- 2.3% of base hourly wage of the employee's regular classification.
- plan credited at the end of each pay period of active

employment including short-term disability, vacation, and union leave.

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

In the case of layoff, the Savings Plan contributions will continue for three (3) full months following the month in which the employee was laid off.

APPENDIX II

MEMORANDUM OF AGREEMENT 12 HOUR SHIFT SCHEDULE

The following is a Memorandum of Agreement for the plant production crews on the twelve (12) hour shift schedule.

1. The Company or the Union may terminate this agreement with fourteen (14) calendar days' notice if it proves unsatisfactory to either party.
2. Should this agreement be terminated, employees will revert to an eight (8) hour shift schedule and the terms of the Collective Bargaining Agreement in force.
3. Overtime, shift premiums, public holiday pay and costs will not increase as a result of the twelve (12) hour shift schedule.
4. The schedules will provide for an average forty two (42) hour work week.
5. The schedules must not be a factor in lessening safety, efficiency or productivity.
6. For employees on twelve (12) hour shifts, breaks will consist of two (2) fifteen-minute (15) and one (1) thirty-minute (30) break.

SCHEDULE A – 12 HOUR PRODUCTION EMPLOYEES

ARTICLE 15 – HOURS OF WORK

(for 12 hour Production Employees)

15.01 A day shall mean “any period of twenty-four (24) consecutive hours”. A basic workday is twelve (12) consecutive hours of work in the twenty-four (24) hour period.

Day shift will commence at 7:30 a.m. and continue to 7:30 p.m. Night shift will commence at 7:30 p.m. and continue to 7:30 a.m. The workweek shall mean a period between 7:30 a.m. on Sunday and 7:30 a.m. on the following Sunday.

Employees shall work as per the following schedule, creating an average work week of forty-two (42) hours over a six (6) week period. The six (6) week period covers four (4) weeks scheduled at forty eight (48) hours and one (1) week scheduled at thirty six (36) hours and one (1) week at twenty four (24) hours.

Overtime will be paid as follows:

- a) Two (2) times the employee’s hourly rate for time worked in excess of twelve (12) hours in one day.
- b) The last four (4) hours of the N* shift (denoted by N*) will 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 schedule. The banked time is to a maximum of forty (40) hours per contract year (May 1 to 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).
- c) Two (2) times the employee’s hourly rate for work performed by an employee outside their regular schedule with less than forty-eight (48) hours’ notice.

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

SCHEDULE B – 12 HOUR PRODUCTION EMPLOYEES

ARTICLE 15 – HOURS OF WORK

(for 12 hour Production Employees)

15.01 A day shall mean “any period of twenty-four (24) consecutive hours”. A basic workday is twelve (12) consecutive hours of work in the twenty-four (24) hour period.

Day shift will commence at 7:30 a.m. and continue to 7:30 p.m. Night shift will commence at 7:30 p.m. and continue to 7:30 a.m. The workweek shall mean a period between 7:30 a.m. on Sunday and 7:30 a.m. on the following Sunday.

Employees assigned to this schedule shall work as per the following schedule, making an average work week of forty-two (42) hours over a four (4) week period. The four (4) week period covers two (2) weeks scheduled at forty-eight (48) hours and two (2) weeks scheduled at thirty-six (36) hours.

Overtime will be paid as follows:

- a) In a week of forty-eight (48) scheduled hours: four (4) hours scheduled as overtime hours to be paid at two (2) times the employee’s hourly rate. This scheduled overtime is eligible for Sunday Premium if it falls on a Sunday.
- b) Two (2) times the employee’s hourly rate for hours worked in excess of the scheduled forty-eight (48) hour or the thirty-six (36) hour work week.
- c) Two (2) times the employee’s hourly rate for time worked in excess of twelve (12) hours in one (1) day.
- d) Two (2) times the employee’s hourly rate for work performed by an employee outside their regular schedule with less than forty-eight (48) hours’ notice.

- e) The last four (4) hours of the N* shift (denoted by N*) will 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 schedule. The banked time is to a maximum of forty (40) hours per contract year (May 1 to 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).

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

**Nutrien Patience Lake
Schedule A – 12 Hour Production Schedule**

CREWS	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	N					D	D	N	*						D	D				D	D	N	*
Crew B						D	D	N	*		D	D	N	*					D	D	N	*			D	D	N	*
Crew C				D	N	N					D	D	N	*					D	D	N	*			D	D	N	*

*Denotes Scheduled Overtime from 3:30 a.m. to 7:30 a.m.

**Nutrien Patience Lake
Schedule B – 12 Hour Production Schedule**

CREWS	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	N	N	*					D	D	N	N	*						D	D	N	N				
CREW B				D	D	N	N	*	N				D	D	D	N	N						D	D	N	N	*	
CREW C	N					D	D	N	D	N	N		D	D	N	D	N	N	*					D	D	N	N	*
CREW D	D	N	N						D	D	N	N	*								D	D	N	N			D	D

*Denotes Scheduled Overtime from 3:30 a.m. to 7:30 a.m.

ARTICLE 20 - PUBLIC HOLIDAYS

(for 12 hour Production Employees)

20.01 An employee who is employed in any week in which New Year's Day, Family Day, Good Friday, Victoria Day, (July 1) Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, each of which is referred to in this Agreement as a "Public Holiday" occurs and who:

- a)** does not work on the Public Holiday shall be paid eight (8) hours regular pay;
- b)** does work on the Public Holiday shall be paid
 - i)** the amount payable under Article 20.01(a) or the employee may bank the eight (8) hours pay as per Article 20.01 (a) at straight time, in lieu of payment. Such time will be included in the thirty-six (36) hour shortened work day bank in Appendix II, Article 15.01 (e). Employees may bank up to a maximum of sixteen (16) hours of public holiday pay per calendar year, subject to available room in the shortened work day bank.
 - ii)** two times (2x) the employee's base hourly rate for all hours worked on the Public Holiday
- c)** was scheduled to work on a Public Holiday but is not required by the company to work due to a change in their schedule, shall receive twelve (12) hours at their base hourly rate.

20.02 For the purposes of public holiday pay and observance, the holiday will be defined as starting at 7:30 p.m. on the calendar day preceding the Public Holiday and ending at 7:30 p.m. of the calendar day of the Public Holiday.

ARTICLE 23 - JURY DUTY LEAVE

(for 12 hour Production Employees)

An employee with one or more years of service with the company who is prevented from working any of their scheduled hours of work by virtue of having been called to jury duty or subpoenaed as a witness by the courts, shall be compensated for such time by paying the employee the difference between the jury or witness fee received by them and their regular straight time base hourly rate, excluding premiums, for any hours that they would have worked on the schedule, exclusive of overtime, but was prevented from working due to having been called for jury duty or subpoenaed as a witness, provided the employee has notified the company at least 24 hours in advance of the day that they are to report for jury or witness duty and provides proof of jury or witness service.

EMERGENCY SCHEDULING

The Company reserves the right to schedule all of its employees on an eight (8) hour shift whenever an emergency occurs. As much advance notice as possible will be given to the employees.

All other Article s of the existing Collective Agreement will remain in force as agreed to.

APPENDIX III

MEMORANDUM OF AGREEMENT 10 HOUR SHIFT SCHEDULES

The following is a Memorandum of Agreement for the Maintenance, Loadout, Safety Team Leader and Warehousepersons ten (10) hour shift schedules.

1. The Company or the Union may terminate this agreement with fourteen (14) calendar days' notice if it proves unsatisfactory to either party.

2. Should this agreement be terminated, employees will revert to the previous eight (8) hour shift schedule and the terms of the Collective Bargaining Agreement in force.
3. Overtime, shift premiums and public holiday pay apply to those employees on the ten (10) hour shift schedule.
4. The schedules will provide for a forty (40) hour work week.
5. The schedules must not be a factor in lessening safety, efficiency or productivity.

10 HOUR SHIFT SCHEDULES

ARTICLE 15 – HOURS OF WORK

- 15.01**
1. Maintenance, Loadout, Safety Team Leader and Warehousepersons will work four (4) days consisting of ten (10) hours each day (Monday to Thursday). The working hours will be 7:00 a.m. to 5:00 p.m.
 2. All premiums will apply to employees on the ten (10) hour shifts.
 3. For employees on ten (10) hour shifts, breaks will be administered as per Article 24.01.
 4. The Company will pay overtime at the rate of double time (2x) of an employee's base job classification for hours worked in excess of ten (10) hours per day, forty (40) hours in a week or for work performed by an employee outside their regular work schedule with less than forty-eight (48) hours' notice. It is understood that the foregoing does not constitute a guarantee of the hours to be worked in any week.

APPENDIX IV

APPRENTICESHIP PROGRAM

- 1.** The Company and the Union are committed to an Apprenticeship program. Apprenticeship vacancies as determined by the Company shall be filled in accordance with the job posting provisions of Article 12 of this Collective Agreement subject to the qualification requirements as determined by the Apprenticeship Branch and upon the bidder demonstrating the potential to successfully complete the program through a prescribed aptitude test. In the event a vacancy for a tradesperson is created, the Company will consider replacing the vacancy with an Apprenticeship vacancy.

An eligible employee can only enter one apprenticeship during their employment with the Company, unless the original apprenticeship was cancelled as in 10 or a minimum of 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. Journeymen will not be allowed to enter the Apprenticeship Program nor will any other employee employed as a Tradesperson.

- 2.** Aptitude testing

This Agreement outlines the basis and procedures for evaluating candidates for Apprenticeships. Senior bidders for Apprenticeship vacancies will be evaluated utilizing an aptitude test battery to assess their potential for successful completion of an Apprenticeship Program.

- a)** The evaluations will be performed by Saskatchewan Polytechnic or other education consulting service agreed upon by the Company and Union.

- b) All employees who take part in the evaluation must sign a release allowing the individual conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required.
 - c) Employees deemed not having the potential will be given a breakdown of their evaluation in a follow-up confidential interview conducted by those responsible for the evaluation. In addition, the employee will be advised what they can do in order to possess the required potential.
 - d) The Company will not consider an employee deemed not to have the potential for future re-evaluation unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the necessary steps, as identified in point c) above, to warrant a re-evaluation.
 - e) The Company will be responsible for the cost of the Education Consulting Service.
3. 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.
4. 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.
5. a) Subject to d) and e) below apprenticed employees, while taking the off-site Apprenticeship Training Program will be paid the equivalent of their regular salaries (basic straight time rate with no premium pay) less any training allowance monies received from Government sources.

- b) Any Government “living away from home” allowance received by the apprentice while on a training course will not be deducted in any calculation made by the Company in order to determine the basis of Company monetary assistance during Apprenticeship training.
 - c) While taking the above training, the employee will be paid return mileage for one complete trip per week with rates as set out in the Corporate Policy less any mileage monies received from Government sources.
 - d) If the employee fails to pass any level of training on the first attempt, they will only be paid regular salary (as described in (a) above) for repeating one level. They will be eligible for mileage allowance as in (c) above and the cost of benefit coverage (as outlined in Article 21.07) 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 Journey person’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.
6. a) Apprenticeship wages will be as shown in Article 34.
- 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 (1) 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.
- 7.** 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 Articles 21.04, 21.05, 22.01, 22.02, and 23.01. If the apprentice is not excused from attendance they shall receive no wage allowance.
- 8.** An apprentice will be removed from the Apprenticeship Program and their Apprenticeship contract cancelled for any of the following reasons:
 - a)** Just cause.
 - b)** If an apprentice fails to take the training course when they are scheduled to take same, provided that their failure to take such course is not due to a cause beyond their control or the Company has agreed to a change in scheduled training.
 - c)** If an apprentice fails a training course at any one (1) level on more than one (1) occasion.
 - d)** If an apprentice fails the Journeyperson exam on the third (3rd) attempt.
- 9.** If an employee fails to satisfactorily perform the duties in an Apprenticeship Program, as per 8., they shall be returned to their last job classification prior to entry into the Apprenticeship Program, and assignment, if the job assignment still exists. In the event an employee is removed from their apprenticeship, they shall be returned to their previous classification and assignment if it still exists, or to an alternate classification and assignment in their previous department consistent with their general seniority and qualifications. If the employee's previous department no longer exists, they shall be returned to a job in another department based on their general seniority and qualifications.

10. An Apprentice may not bid for other positions while being indentured.
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 they removed themselves.

APPENDIX V

LETTERS OF UNDERSTANDING

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LETTER OF UNDERSTANDING #1

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: BENEFITS – LONG TERM DISABILITY

The parties hereby agree to a Long Term Disability Plan, which will provide a total benefit payable of fifty-five percent (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 thirty-eight and a half percent (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 sixteen and a half percent (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

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

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

- 3. 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.

6. 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.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #2

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: LAYOFF NOTICE

This Agreement supercedes the provisions of Article 10.06 of the Collective Bargaining Agreement.

Temporary Shutdown of Operations

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

1. If the shutdown is for a period of one (1) week – one (1) weeks' notice;
2. If the shutdown is for a period of two (2) weeks, or more than one (1) week – two (2) weeks' notice;
3. If the shutdown is for a period of three (3) weeks, or more than two (2) weeks – three (3) weeks' notice;
4. If the shutdown is for a period of four (4) weeks, or more than three (3) weeks – four (4) weeks' notice;
5. If the shutdown is for a period of four (4) weeks but less than sixty (60) days – four (4) weeks' notice.

The Vacation Maintenance Shutdown which may be designated as per Article 19.06 is not deemed a shutdown of operations for the purpose of this letter.

Indefinite Layoff

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

1. 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;
5. 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.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

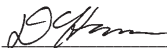


KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #3

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

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

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189

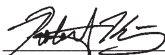


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #4

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

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.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



KELLY KROES
PRESIDENT, LOCAL 189



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #5

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189

RE: TRAINING POSITION

During the life of the Collective Agreement, the parties will explore the training being provided to hourly employees and review the feasibility of having an hourly position to provide such training. The parties shall each designate two (2) representatives for such purpose.

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189




DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #6

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189

RE: LEGACIED TRADES

The parties agree that the following non-ticketed Journeypersons **will continue to be paid** in at the Licensed Journeyperson rate:

Bill Boehm

Bruce Habraken


Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



KELLY KROES
PRESIDENT, LOCAL 189



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #7

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

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 mine site as a result of a permanent downsizing. The following outlines how such employees will be considered for in-scope permanent vacancies.

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

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

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

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

- a) Recognition of years of continuous service with Nutrien for the purposes of vacation; and
- b) Recognition of years of continuous service for the purposes of retirement eligibility; and
- c) No pre-employment drug and alcohol testing; and
- d) Employees Personnel file will be transferred from their previous Nutrien mine.
- e) 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 Mine they were permanently laid off from and shall resume the recall period.

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #8

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189

RE: WAREHOUSE POSITION

When the first of the two current Warehouse persons / Buyers vacates their position, an hourly Warehouse position will be created however, the second (2nd) position will remain a staff Warehouse person / Buyer, even after it is next vacated.

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



KELLY KROES
PRESIDENT, LOCAL 189



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #9

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: TEMPORARY RECALL

The parties acknowledge the need to strike a balance between meeting operational needs, use of contractors during a period of layoff, minimizing layoffs, and honoring Article 4.01 of the Collective Bargaining Agreement. Therefore the parties agree to allow the temporary recall of employees to do work for short periods without having to reissue layoff notice to these employees as per the Collective Bargaining Agreement. The following outlines the process for temporary recall:

1. The Contracting Out Committee will discuss the use of contractors prior to, during and immediately following a period of layoff and make recommendations to the Company for consideration. In doing so, the Contracting Out Committee will review what work is normally performed by the bargaining unit as well as work which qualified bargaining unit employees can perform.
2. Temporary recall will be for a minimum of one (1) week (Sunday through Saturday) unless otherwise agreed to by the Company and the Union.
3. Temporary recall will be administered as per Article 11 with the exception that the Company will contact the eligible employee by phone first with a formal letter to follow.
4. The Company will notify the Union prior to all temporary recalls.

This agreement will remain in effect for the duration of the current Collective Bargaining Agreement or until such time that either party chooses to terminate this Letter of Understanding. Either the Company or the Union may choose to terminate this Letter of Understanding by giving thirty (30) days written notice of such intention.

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #10

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: JOB SHARING

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189




DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #11

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: NEGOTIATING COMMITTEE

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.

UNITED STEELWORKERS AND
ITS LOCAL 189

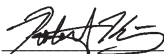


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

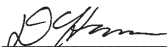


KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #12

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: OVERTIME BANKING & ABSENTEEISM

1. All employees shall be eligible to bank overtime worked at any time (including the time an employee is held over or called in early) aside from overtime worked on a dayshift Monday through Friday. Employees required to work overtime as part of their twelve (12) hour schedule shall remain eligible to bank those hours accordance with Article 20.01 (b) of the CBA. Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay in accordance with Article 20.01 (b) of the CBA.
2. The combined bank for all banked overtime above shall be forty (40) hours and shall not be replenished. The cap on banking overtime on a public holiday in Article 20.01 (b) shall not apply.
3. Employees who have absenteeism (excluding absenteeism due to a disability or approved leave) over a six (6) month period of 7% or greater shall not be eligible to bank overtime or utilize banked time. Absenteeism will be reviewed monthly using a six (6) month rolling average.
4. Granting of banked time will be assessed using the same criteria as a vacation request.

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189

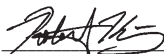


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

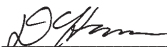


KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #13

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: VACCINATION PAY

In an effort to minimize the disruption to the business and to encourage employees to get vaccinated,

Nutrien will offer the following leave options to employees subject to the following terms.

This agreement replaces the previous agreement on Vaccination Pay.

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 employees 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 therefore 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 therefore 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.

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.

UNITED STEELWORKERS AND
ITS LOCAL 189




DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

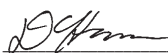


KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #14

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

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.

- a) Prior service with Nutrien will include periods of employment with Potash Corporation of Saskatchewan Inc. and Agrium Potash Ltd.**
- b) The employee had successfully completed probation during their prior service;**
- c) Prior service will be deemed to include periods of time while actively employed at a site and will not include layoff periods.**
- d) Prior service will be granted once the new hire employee successfully completes a new probationary period as per the respective collective agreement.**
- e) 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.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #15

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: MATERNITY LEAVE TOP UP

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

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

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

ELIGIBILITY

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

TOP-UP

Employees who qualify for Maternity Leave pursuant to this Agreement will be provided with a Supplemental Unemployment Benefit (SUB) allowance to top-up any eligible 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 Shared Service Center (HRSSC) 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 HRSSC Leave Administration team for payment on the following payroll deposit (hrssc@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.

UNITED STEELWORKERS AND
ITS LOCAL 189

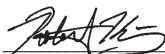


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #16

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: TEMPORARY EMPLOYEES

This LOU will replace Article 14 for the duration of the Collective Agreement

- 1. For work of a temporary duration, not to exceed one thousand forty (1040) regularly scheduled hours, the Company may hire employees who shall be classified as temporary employees.**
- 2. Temporary employees will be eligible for all benefits and provisions in the collective agreement afforded to permanent employees, except long term disability and recall rights.**
- 3. Temporary employees will be given two weeks notice and laid off if their temporary employment ends before the one thousand forty (1040) hour maximum, or other agreed upon term.**
- 4. Temporary employees shall not be used to fill temporary vacancies caused by the absence of a permanent employee unless no permanent employees apply for the temporary vacancy.**
- 5. An employee who is laid off and on the recall list may decline a recall as a Temp Employee without affecting their recall rights.**
- 6. Temporary employees do not accrue departmental seniority, only general seniority during the term of their employment as a temporary employee.**
- 7. Temporary employees subsequently hired as permanent**

employees will be credited with pensionable service for the time worked as a temp.

8. The one thousand forty (1040) hours may be extended by mutual agreement of the parties.

This agreement will remain in effect for the duration of the current Collective Bargaining Agreement or until such time that either party chooses to terminate this Letter of Understanding. Either the Company or the Union may choose to terminate this Letter of Understanding by giving thirty (30) days written notice of such intention.

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189

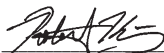


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #17

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: REPORTING FOR WORK

The parties hereby agree, on a without prejudice basis, to modify the times under Article 30.04 from midnight (12:00am) to 9:00pm. This LOU applies to employees who follow the schedule on Appendix III, Article 15 of the CBA – 10 Hour Shift Schedules. This LOU does not apply to any other shift schedule.

30.04 a) If an employee is called out, and works any portion of time between 9:00pm and 4:00 a.m., they will not be required to report for their day shift that day until ten (10) hours have elapsed from the time they finished the callout work. They will be paid at their base straight time rate for any time missed on their regular day shift due to this provision. If the employee has less than two (2) hours left in their regular shift after the required ten (10) hours rest period they will not be required to work the remainder of their shift but they will not receive pay for this additional time missed. Article 30.04 (b) will apply if it is more favourable to the employee.

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189




DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #18

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189

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 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.

UNITED STEELWORKERS AND
ITS LOCAL 189



DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE




KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #19

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

RE: NOTICE OF RETIREMENT – PENSION DELAY

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

Eligibility

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

Process

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

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

The third-party pension administrator will process the documentation

and begin the calculation of the pension amount to be paid upon retirement.

Discrepancies

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

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189

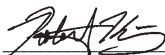


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE



KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

LETTER OF UNDERSTANDING #20

BETWEEN

**POTASH CORPORATION OF SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 189**

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.
3. Dedicating sufficient time to the creation of the program.
4. The final approval and implementation and management of the program.

The USW will be responsible for:

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

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

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

Signed this 29th day of November, 2023.

UNITED STEELWORKERS AND
ITS LOCAL 189

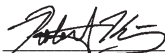


DARRIN KRUGER
INTERNATIONAL REPRESENTATIVE

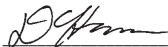


KELLY KROES
PRESIDENT, LOCAL 189

POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN PATIENCE LAKE POTASH



ROB KING
GENERAL MANAGER



DANA HANSON
SR MANAGER & HUMAN
RESOURCES BUSINESS PARTNER

ARTICLE 37 – TERM OF AGREEMENT

- 37.01** This agreement shall become effective on the date of ratification and shall continue in full force and effect until and including **April 30, 2025**, and from year to year thereafter unless written notice is given as provided by Article 37.02 below.
- 37.02** On written notice of not less than sixty (60) calendar days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement, either party to this Agreement may require the other party to enter into negotiations for a new Agreement.
- 37.03** This document, including Appendix I, Appendix II, Appendix III, Appendix IV and Appendix V 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.

Signed this 29th day of November, 2023.

For the United Steelworkers Local 189

DocuSigned by:

K03395407700F4E2
Kelly Kroes, President


Jim Lee, Negotiating Committee


Patrick Slater, Negotiating Committee

DocuSigned by:
Darrin Kruger
E00E803F10E54B9
Darrin Kruger, International Representative

For Nutrien, Patience Lake Potash

DocuSigned by:

20094E7F6C414E8
Dana Hanson, Sr Manager & HRBP


Ross George, Maintenance Superintendent


Jerrod Madarash, Operations General Foreman


Jeremy Thompson, Maintenance General Foreman


Amy Hall, Advisor, HR


Alana Sedgwick, Sr Manager, Plant Finance

DocuSigned by:

3F0CABE49FED4D6
Gavin Rans, Director, Labour Relations

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