



2023 – 2026 AGREEMENT



Key Daily Actions

Nutrien's Key Daily Actions are the heart and soul of the Nutrien Way – the simplest steps for anyone to take to stay safe.



Take the Time to Work Safely

We prioritize safety over production by taking the time to complete training, understand the policies and procedures that apply to our work, and conduct all pre-job hazard assessments and inspections. We don't take shortcuts or rush a task. We report all hazards, near misses, and incidents.



Identify Hazards and Stop Work if Necessary

We take the time to assess for hazards and mitigate them before work begins. We all have the right and responsibility to stop any unsafe task, even if it means delaying work. We can stop work no matter who is involved (a leader, coworker, contractor, customer, or visitor).



Pause Frequently and Focus

We pause frequently in a structured way to reassess our work areas for hazards. We identify changing conditions. We fight against distraction and complacency. We are mindful throughout our work day.



Use the Right Tools and PPE for the Job

We use hazard assessments to guide our use of personal protective equipment (PPE). If the right tool or PPE is not immediately available, we will stop work until we can safely proceed. We know how to safely use the equipment we are working with.



Care and Look Out for Each Other

We care for ourselves and each other. We help our peers perform work as safely as possible by observing and providing feedback. We check in with each other about our physical and mental well-being. We ask for and offer help, especially when we are unsure of something.

2023-2026 AGREEMENT

by and between

Nutrien, Rocanville Potash

(hereinafter referred to as the “Company”)

and

UNITED STEELWORKERS, LOCAL 7916

(hereinafter referred to as the “Union”)

ROCANVILLE, SASKATCHEWAN

Effective From

June 1, 2023

to

May 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - BARGAINING AGENT	1
ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	3
ARTICLE 4 - EMPLOYEE PROVISIONS	5
ARTICLE 5 - NOTICE OF ACTION AND DISCIPLINE	9
ARTICLE 6 - EMPLOYEE PRIVILEGES	10
ARTICLE 7 - ANNUAL VACATIONS & PUBLIC HOLIDAYS.....	16
ARTICLE 8 - SAFETY AND HEALTH	20
ARTICLE 9 - SENIORITY.....	23
ARTICLE 10 - VACANCIES	24
ARTICLE 11 - DISABLED EMPLOYEES.....	26
ARTICLE 12 - GRIEVANCE PROCEDURES	27
ARTICLE 13 - LAYOFF AND RECALL PROCEDURE.....	30
ARTICLE 14 - GENERAL PROVISIONS.....	36
ARTICLE 15 - WAGE PROVISIONS.....	39
ARTICLE 16 - OVERTIME, CALLOUT AND TRANSPORTATION.....	44
ARTICLE 17 - TERM OF AGREEMENT	48
APPENDIX A - APPRENTICESHIP PROGRAM.....	49
APPENDIX B - EDUCATION ASSISTANCE PROGRAM	51
APPENDIX C - SUMMARY OF BENEFIT PLANS.....	52
APPENDIX D - SUPPLEMENTAL FLEX CREDIT ACCOUNT	55
APPENDIX E - SAFETY TOGETHER AT ROCANVILLE (STAR).....	56
APPENDIX F - LETTERS OF AGREEMENT	60
LETTER OF AGREEMENT #1 - ANNUAL VACATIONS.....	60
LETTER OF AGREEMENT #2 - ROTATION OF MILL DAY CREW ON SHIFT	61
LETTER OF AGREEMENT #3 - TRAINING OF SENIOR EMPLOYEES.....	62
LETTER OF AGREEMENT #4 - EMPLOYMENT INSURANCE RATE REDUCTION.....	63
LETTER OF AGREEMENT #5 - PAY FOR BENEFICIARY.....	64
LETTER OF AGREEMENT #6 - TRANSFER IN THE EVENT OF PERMANENT DOWNSIZING.....	65
LETTER OF AGREEMENT #7 - DISPUTE RESOLUTION PROCESS	67
LETTER OF AGREEMENT #8 - LABOUR RELATIONS	68
LETTER OF AGREEMENT #9 - CLOSING OF THE IWSA ACCOUNT	69
LETTER OF AGREEMENT #10 - ARBITRATOR DRAW	71
LETTER OF AGREEMENT #11 - JOB SHARING.....	72
LETTER OF AGREEMENT #12 - MATERNITY LEAVE TOP-UP	73
LETTER OF AGREEMENT #13 - LTD PREMIUMS	75
LETTER OF AGREEMENT #14 - LTD PREMIUMS AND REDESIGNOF LTD OPTIONS.....	77

ARTICLE 1 - PURPOSE

- 1.01 (a) This Agreement is entered into with the intention of establishing mutually satisfactory relations between the Company and the Union; to set forth rates of pay, hours of work and the terms and conditions of employment; to protect the safety and health of employees; and to provide for the adjustment of disputes which may arise between the parties, without the stoppage or slowdown of work.
- (b) In this Agreement "Employee" shall mean any employee of the Company in a position not excepted in Section 2.01 of this Article.

EFFICIENT OPERATIONS

- 1.02 The Company and the Union recognize the need to carry on the operations of Rocanville Potash mine and refinery with efficiency and expediency.

ENTIRE AGREEMENT

- 1.03 The contract and letters of understanding which follow, constitute the entire agreement between the parties and supersede and replace all previous agreements and practices both written and oral.

ARTICLE 2 - BARGAINING AGENT

UNION RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent of all its employees at Nutrien, Rocanville Potash, near Rocanville, save and except managers, superintendents, supervisors, foremen, plant security personnel, seasonal summer students, all secretaries, administrative staff, all clerks, metallurgical coordinator, buyers, budget analyst, professional engineers and engineers in training employed as such, safety trainer, mine trainer, mill trainer, and any person who is not an employee for the purpose of The Saskatchewan Employment Act.

NEW EMPLOYEE INDOCTRINATION

- 2.02 (a) The Union President, or designee, may spend up to one-half (½) hour with each new employee during each employee's first week of employment to familiarize the new employee with the Union, the Collective Agreement, the grievance procedure, the credit system, and the job posting system. If there is more than one new employee in a week, the Union President, or designee, may spend one (1) hour with the new employees in a group setting.
- (b) The Union President, or designee, may spend one-half (½) hour with an employee in the same month that the employee completes the probationary period.
- (c) The Union President, or designee, may be present when transferees are advised of their credits in the new position.

UNION SECURITY

2.03 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new employee whose employment commences hereafter shall, within thirty (30) days after commencement in employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

UNION DUES

2.04 (a) (i) The Company agrees that, upon the request in writing of any employee and the Union, the Company shall deduct out of the employee's earnings when received, the Union dues, initiation fees, and assessments and remit the same within ten (10) days of the end of the applicable pay period to:

International Secretary -Treasurer
United Steelworkers
Box 9083
Commerce Court Postal Station
Toronto, ON M5L 1K1

(ii) The remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted.

(iii) A duplicate R115 Form and employee deduction statement as in (ii) above shall be forwarded by facsimile to the United Steelworkers, Servicing Staff Office (306-382-5616).

(iv) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).

(b) With the remittance, the Company shall supply the following information:

- (i) The names and last known addresses of the employees from whom deductions were made.
- (ii) The names of employees who have been laid off or who have terminated employment.
- (iii) Names and addresses of employees who have been hired.
- (iv) Names of employees on the Company Master Employment list from whom the union dues have not been deducted, and the reason for such non-deduction.

UNION OFFICERS AND COMMITTEES

- 2.05 (a) The Union agrees to certify promptly, in writing, to the Company a list of the names and official positions of its duly authorized local officers and representatives and the members of committees as may be elected to deal with the Company and to give the Company prompt, written notice of any change or addition which may thereafter be made in such list.
- (b) Where the Company intends to transfer any shop steward to a different crew, the Company will give the Union and the affected shop steward fourteen (14) days written notice. This notice provision will apply only if the Company was informed in advance by the Union that the transferred employee was a shop steward.
- 2.06 There shall be a Management-Union Committee consisting of the Directors of the Union (a maximum of eight (8)) and the Chairperson of the Union's Grievance Committee together with such representatives of Management as Management may choose. This committee shall meet at least once each month and on other occasions by mutual agreement.
- 2.07 The Company recognizes that from time to time, a union official (President, Director or Grievance Committee Chairperson) may be required to travel from the Rocanville site to Scissors Creek site or vice versa in order to deal with matters of mutual concern to the Company and the Union. Approval for such travel shall not be unreasonably denied giving due consideration to operational requirements.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.01 (a) The Union recognizes the right of the Company to operate and manage its business in all respects except as modified or restricted by this Agreement, and to make and alter from time to time, reasonable rules and regulations to be observed by employees, provided however, that any dispute as to reasonableness of such rules and regulations or any dispute involving claims of discrimination, inequity, or unfairness against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement.
- (b) The Company will give to the Union at least three (3) weeks written notice of the proposed date of implementation of new formal policy or change to the working rules and will discuss it with the Union prior to its implementation. The implementation of a new formal policy or a change to the working rules due to safety concerns or a change in legislation is not subject to the notice period.
- 3.02 The Company shall have the right to hire; promote; discipline, demote and discharge employees for just and sufficient cause; and to direct the work force, provided however, that any exercises of these rights in Article 3 shall not conflict with the provisions of this Agreement.

- 3.03 (a) The Company shall not direct the work force in a discriminatory, inequitable or unfair manner.
- (b) The Union and the Company recognize the right of all employees to work in an environment free of harassment and discrimination, where all employees are treated with respect and dignity. The Company shall have in place a Code of Conduct Policy and Respect in the Workplace Policy which is consistent with the Saskatchewan Human Rights Code and Occupational Health and Safety Act and Regulations.

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

SUPERVISORS AND OTHER SALARIED EMPLOYEES

- 3.04 Supervisors, Relief Supervisors and other salaried employees shall serve in those capacities and they shall not be allowed to work on operations performed by employees coming under the scope of this Agreement, except in emergency situations; a necessary demonstration of operations; studying or testing equipment; or putting new equipment into operation with bargaining unit members present where practical.

The Company shall actively discourage supervisors from performing work assigned to employees covered by this Agreement except as provided above.

CONTRACTING OUT

- 3.05 The Company recognizes the Union's concern over the use of contractors to do the work that the bargaining unit employees normally perform. When reasonably practical, the Company agrees to continue its practice to perform routine operations and maintenance work with its own employees, provided it has the workforce, skills, equipment and facilities to do so.

The Company shall have the right to contract out work as long as such contracting out does not result in:

- (a) the layoff of a bargaining unit employee;
- (b) a reduction in pay of any bargaining unit employee;
- (c) a failure to recall a bargaining unit employee from lay off because the work the bargaining unit employee was formerly doing is being contracted out.

- 3.06 If it is necessary to contract out work as provided in Article 3.05, the Company will provide in writing to the Union committee:
- (a) the nature of the work to be performed
 - (b) the estimated duration of the work
 - (c) the name of the contractor
 - (d) the estimated number of employees to be utilized
 - (e) rationale for contracting decision

Where the contracting out of work is pre-planned, the Company shall provide the Union two (2) weeks notice for any contracted capital project work and at least two (2) weeks' notice, along with supporting documentation for all other contracting work. If time does not permit to provide written notice in advance of the work being performed, the Company will verbally notify a Union official and provide written confirmation promptly.

The Company shall provide to the Union at the beginning of each year, but no later than January 15th, a list of capital projects that have been approved by the Company for the year as of January 15th. Within two (2) weeks of the Union receiving the list, the Company and Union will meet with a maximum of 4 Union executive and 4 company representatives at each site to discuss the capital projects for the calendar year.

TOOLS

- 3.07 The Company will issue to employees at no cost, all tools required in the operation of the Company, for the performance of work by employees. Each employee upon being issued tools shall acknowledge receipt of such tools by signing for them. In the event of termination and/or an employee's changed job content so that such tools are no longer required, all tools issued will be returned to the Company. Worn or defective tools will be maintained or replaced by the Company.
- 3.08 Tools lost in the line of duty or stolen will be replaced by the Company. Repeated claims by any one employee for replacement of tools will be presumed evidence of negligence and, unless the contrary can be shown; no-cost replacement may be denied.

ARTICLE 4 - EMPLOYEE PROVISIONS

PROBATIONARY PERIOD

- 4.01 New employees shall be deemed probationary for their first seven hundred and twenty (720) hours from date of hire and may be terminated for any reason which renders the employee unsuitable in the discretion of the Company. The Company shall notify the Union before probationary employees are laid off or terminated. After completion of the probationary period, employees shall be credited with seniority from their hiring date in the department to which they are assigned as a regular employee. A probationary employee shall have general seniority for the purpose of recall after layoff. The Company will provide the probationary employee with copies of any performance reviews completed during the probationary period. The Company shall consult with the Union where an employee is unlikely to successfully complete the probationary period.

WORKDAY

- 4.02 An employee's workday for the purpose of computing overtime, subject to the other terms of this Agreement, is the twenty-four (24) hour period beginning with the start of the employee's work shift.

SHIFT STARTING TIMES

- 4.03 Shift starting times shall not vary more than one and one-half (1½) hours from present start times without the consent of the Union. Such consent shall not be unreasonably withheld.

WORKWEEK

- 4.04 The workweek shall be the period commencing at the start of the day shift on Sunday morning and continue through to the start of day shift on the following Sunday morning.

CREW WORK SCHEDULES

4.05

- (a) The Company shall provide annual work schedules.
- (b) A crew for the purpose of Article 4.05 and 4.06 is defined as being fifty percent (50%) or more of the employees as per posted crew schedule.
- (c) Without determining whether the Collective Agreement and Letters of Understanding permit the Company to impose shifts of less than ten (10) hours, the parties are agreed that during the term of the Collective Agreement the Company has no intention of imposing shifts of under ten (10) hours except in extenuating circumstances and when there is a clear and demanding economic justification for such imposition, and only after full and extensive dialogue with the Union.

4.06 (a) **12-HOUR SHIFT SCHEDULES**

Surface and underground production employees (including shift electricians and mechanics) presently working 12-hour shifts, will continue, and their work schedule will be that referred to as the “5, 5, 4 shift”. The 5, 5, 4 shift will be continued provided the Company requires the plant to operate on a four-shift basis. Scheduled overtime hours that result from the 5, 5, 4 schedule are not eligible for refusal under Article 16.02(a).

- (b) Twelve hour dayshift employees working the 5, 5, 4 and 7, 7 schedule will have two 10 hour dayshifts or one 8 hour dayshift scheduled in each two (2) week period.
- (c) For employees working 12-hour rotating shifts, when the plant is in a non-production mode, one 12-hour shift will be replaced by one 8-hour shift in each two (2) week period for each employee, or by a 10-hour shift in each one (1) week period for each employee.

(d) **10-HOUR SHIFT SCHEDULES**

Employees working 10-hour dayshift will be referred to as the “4 and 3” shift.

- (e) Notwithstanding the above, when the plant is in a non-production mode (in excess of 6 days), the Company may alter work schedules as appropriate (no less than 10-hour shifts unless otherwise agreed by the Union) to provide efficient coverage, and such alterations will be discussed with the Union in advance.
- (f) When employees are transitioning between shift schedules, (i.e. rescheduled from 10-hour shifts to 12-hour shifts and vice versa), the Company may schedule shifts of no less than eight (8) hours in an attempt to balance hours within the applicable pay period.
 - (i) Where an employee is temporarily rescheduled from 10-hour shifts to 12-hour shifts for five (5) shifts or less, the Company shall not schedule shifts of eight (8) hours or less in an attempt to balance hours within the applicable pay period. In such cases the employee would be eligible for two (2) hours overtime for each change of shift to a maximum of five (5) shifts.
- (g) None of the above rescheduling provisions constitute a loss of anticipated wages for the purpose of Article 4.07(b), provided the Company has complied with Article 4.05 and 4.07(a) of the C.B.A.
- (h) Employees may also request a change in schedule. Prior to enacting the requested change, the Company must approve the request and the majority of the affected employees must vote in favour of the requested change. This article does not limit the ability of the Company to change schedules outside of an employee request as per Article 4.05(a).

EMPLOYEE'S WORK SCHEDULE

- 4.07 (a) An individual employee's work schedule will be posted as above by way of an annual crew schedule.

If an employee's work schedule is altered during the scheduled workweek with less than forty-eight (48) hours' notice prior to the start of the employee's new shift, the employee will be paid at overtime rates for the hours worked on the first shift of the altered schedule.

The notice of schedule change for an employee may be made by notifying the affected employee by phone call or in person at least forty-eight (48) hours prior to the start of the employee's new shift. The Company will utilize the "Notice of Schedule Change" form to record the notification and copies will be distributed as designated on the form.

- (b) An employee prevented from working the number of hours the employee was scheduled to work that week, due to rescheduling by the Company, will not be required to suffer loss of such anticipated wages for that week. If the employee does suffer such loss, the Company will offer one additional shift at overtime rates

the day following the last workday in the scheduled period, or on a mutually convenient day within the next seven (7) days. Employees given a day off to shorten their work week, as in Article 7.12, do not suffer a loss of anticipated wages for the purposes of this Article.

This additional shift at overtime rates will be offered to employees if they have worked all available hours they were scheduled to work during that scheduled period.

- (c) If the Company changes an employee's work schedule and the employee is required to work on the normal rest days of the old schedule during the work week of the schedule change, the employee shall be paid overtime for the first previously scheduled day off during the work week of the schedule change. Normal rest days of the old schedule falling outside of the current work week will not be recognized for overtime payment.

SCHEDULED DAYS OFF

- 4.08 An employee's regular scheduled days off shall be consecutive at reasonable intervals.

WORK BREAKS

- 4.09 The Company will continue its present practice of allowing paid work breaks to employees and providing lunch areas equally suitable to those presently provided.

ABSENCES

- 4.10 Employees who cannot work on a shift they were scheduled to work shall notify their immediate supervisor prior to the start of their shift. If it is impossible to notify their immediate supervisor, they shall notify another supervisor in their department and report the anticipated absence.
- 4.11 An emergency in personal affairs or illness of the employee will be an authorized absence if reported prior to the scheduled shift or as soon thereafter as is reasonably possible and if the excuse is justifiable. Any dispute as to whether an excuse is justifiable may be handled in accordance with the grievance procedure.
- 4.12 An employee not on duty during a shift the employee is scheduled to work shall be on an unexcused absence unless the absence is because of authorized absence or leave of absence provided in this Agreement or if the employee's supervisor has been notified and the excuse is justifiable.
- 4.13 Failure to return to work at the end of an authorized absence, an unexcused absence of two (2) or more consecutive workdays, or repeated unexcused absences, may result in disciplinary action or termination of the employment of an employee.

ARTICLE 5 - NOTICE OF ACTION AND DISCIPLINE

DISCIPLINE

- 5.01 Any employee who is disciplined and the Union representative present shall be provided promptly with a copy of a form stating the reasons for such action by the Company and a copy of the discipline form shall be sent to the Union by email forthwith.

The employee shall not physically work more than ten (10) regularly scheduled shifts from the date the Company became aware of the infraction, before being advised of the discipline. Where a more thorough investigation is required, an extension to this time limit may be granted by mutual agreement of the Company and the Union.

- 5.02 If disciplinary action is taken during or because of the absence of an employee, the form shall promptly be delivered to the employee personally or by mail and to the Union email after the action to be taken is determined.

- 5.03 (a) Any employee who is being interviewed by a supervisor where such interview may lead to disciplinary action, shall have present, at the employee's request, the nearest available director or available steward who is on the Company premises. Where an employee is being interviewed by a supervisor without a shop steward and through the course of the interview information arises indicating that continuing the interview is likely to lead to disciplinary action; the interview will be stopped and the nearest director or available shop steward on the Company premises shall be included in the interview. The director or shop steward shall be given reasonable time to investigate and consult respecting proposed or actual disciplinary action.

- (b) Any employee called out to attend disciplinary meetings, who is or becomes the subject of discipline, shall be paid for time spent in such meetings at the employee's basic hourly rate. Such time will not be included as time worked for the purpose of overtime calculations.

- (c) An employee who is called out to attend an investigation meeting and is not the subject of discipline shall be paid two times the employee's base hourly rate for the duration of the meeting.

- 5.04 (a) After ten (10) months of active employment, excluding time spent on Leave, from the receipt of a written warning notice by an employee, the warning and the employee's action giving rise to the warning shall not be used to determine the extent of any new disciplinary action against the employee. Periods of absence in excess of thirty (30) consecutive days will not be considered active employment.

- (b) After fifteen (15) months of active employment, excluding time spent on Leave, from the receipt of a suspension, such suspension and the action giving rise to such suspension shall not be used to determine the extent of any new disciplinary

action against the employee. Periods of absence in excess of thirty (30) consecutive days will not be considered active employment.

SERVICE RECORD

5.05 All personnel and training records of an employee shall be available for inspection, by appointment during office hours, by the employee or if the employee wishes, an authorized representative of the Union, provided the employees have obtained permission from their supervisors to leave the job, if that is required.

ARTICLE 6 - EMPLOYEE PRIVILEGES

PERSONAL LEAVE OF ABSENCE

- 6.01 (a) An employee shall be allowed up to thirty (30) calendar days or such extended period as may be mutually agreed, annual leave of absence without pay for personal reasons, if:
- (i) The employee requests it in writing to the Company at least ten (10) days prior to the leave, if possible.
 - (ii) The leave is for a good and valid reason.
 - (iii) The leave does not interfere unduly with the Company's operation.
 - (iv) The denial of such leave would cause undue hardship to the employee.
 - (v) The employee has forty (40) hours (forty-eight (48) for employees working twelve (12) hour shifts) or less vacation remaining, excluding pre-booked vacation for a specific event.
- (b) An extension of up to thirty (30) calendar days may be granted at the discretion of a department head, if requested prior to the expiration of the thirty (30) calendar day leave.
- (c) In emergency situations, including serious illness of immediate family, a reasonable leave of absence without pay will be granted upon a verbal request.
- (d) A personal leave of absence of one (1), two (2) or three (3) shifts will be granted without written request, provided it is requested in advance and complies with the conditions of Article 6.01(a) ii), iii), iv) and v).

PUBLIC OFFICE LEAVE OF ABSENCE

6.02 A leave of absence without pay to seek nomination and election shall be granted in accordance with The Saskatchewan Employment Act.

MATERNITY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

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

JURY SELECTION, DUTY OR SUBPOENAED WITNESS LEAVE OF ABSENCE

- 6.04 (a) Employees who are prevented from working any of their scheduled hours of work by virtue of having been called to jury selection or duty by the Crown, or having been served with a subpoena authorized by legislation requiring them to be a witness in a case other than their own, shall receive the difference between the jury fee or witness fee received, and their base rate for the scheduled hours missed.
- (b) Employees shall notify the Company immediately upon receipt of notification of the day they are to report for jury selection or duty or as a witness and shall provide proof of such jury or witness service and pay.

BEREAVEMENT LEAVE

- 6.05 An employee who is absent from work because of attendance at the funeral of a member of the employee's "immediate family" shall receive Bereavement Leave of Absence benefits subject to the following conditions. Common law status will be recognized only if the employee has advised the Company of such status prior to the bereavement. "Immediate family" is defined as: the Spouse, Parents, Sisters, Brothers, Children, Common Law Spouse, Step Parents, Step Children, Step Siblings, Grandparents, Great Grandparents, Grandchildren, Brothers-in-law, Sisters-in-law, Sons-in-law, Daughters-in-law, Foster Parents, Foster Children and Legal Guardian, of the employee or spouse.
- (a) In the case of the death of a member of the immediate family of an employee, the Company, upon notification, will pay a maximum bereavement leave of four (4) regularly scheduled days during the two weeks following the date of death. Such leave may be taken at a time other than the time of death by mutual agreement between the Company and the employee. Such request shall not be unreasonably denied.
- (b) For each day of the four (4) day leave of absence for which the employee is eligible to receive pay, the employee shall be paid for the scheduled hours missed at base rate.

PALLBEARER LEAVE OF ABSENCE

- 6.06 In the event an employee is required to be a pallbearer at a funeral, the Company will grant the necessary time off and the employee will be paid at the employee's base rate for all regular scheduled time missed up to a maximum of one (1) day.

UNION BUSINESS LEAVE OF ABSENCE

6.07 (a) (i) A leave of absence, without pay, will be granted to employees who have been elected or appointed by the Union, not to exceed nine (9) in number, each from a different department, or if some are from the same department, if they have different job assignments, to attend Union seminars, courses, conferences, or other Union business in accordance with the following:

- The leave is requested in writing at least two (2) weeks in advance. In the event it is not possible to provide two (2) weeks' notice, approval will not be unreasonably withheld.
- The leave shall be for a maximum of two (2) weeks.
- The leave does not unduly interfere with the operation.
- The leave is approved by the Sr. Manager, HR.

Additional employees may also be granted such leave of absence provided this does not interfere unduly with the operations of the Company.

(ii) Leave of Absence without pay for Directors and Chairman of Grievance Committee for regular or special meetings will be granted but such leave is not to exceed twelve (12) hours in a day or more than two (2) such meetings in any month.

(iii) If so requested by the Union, any employee on such leave of absence will be paid by the Company for hours not worked by the employee, including any overtime that would have been paid to the employee, together with any premium and benefit payment on behalf of the employee. The Union then agrees that the above costs, including payroll costs, will be reimbursed to the Company by deducting such amount owing from remittance payable by Company under Article 2.05(a). The Company shall not charge back to the Union any overtime costs incurred as a result of union leave of absence.

(b) An extended leave of absence, without pay, or Company contribution to the benefit plans after twenty eight (28) days, but with maintenance and accumulation of seniority, shall be granted to one (1) employee designated by the Union, for conducting Union business on a full time basis. Such leave may be for a maximum of one (1) year, unless extended by mutual agreement of the parties for another two (2) year period. Such extension shall not be unreasonably denied. The employee, upon returning to work, shall be reinstated into the employee's former job. If the job does not exist, if it is changed in content, or if the employee is no longer qualified or able to perform such work, the employee may displace any junior employee who is in a job for which the returning employee is qualified and able to do.

(c) The Company recognizes the Union's negotiating committee for the purpose of negotiating a new collective agreement, to consist of nine (9) employees, or alternates, selected in a manner to be determined by the Union. As far as is

practicable, meetings between this committee and the Company will be held during regular working hours. For each day of meeting with the Company, five (5) employee members shall be paid as if they had worked their normal shift at base rate. Any committee member not on dayshift on the day of the meeting shall be deemed to be on dayshift and shall not be required to work the scheduled shift that corresponds to the day of the meeting. Negotiating Committee Members (maximum of five (5)) attending Negotiating Meetings with the Company on their regular scheduled day off, will be paid their base rate for their normal scheduled hours but such time will not be used in any overtime pay calculations. If a work stoppage or restriction is in effect, payment will not apply.

EDUCATIONAL LEAVE OF ABSENCE

6.08 When an employee wishes to further the possibility of advancement with the Company by taking a full-time course of training, the Company will, subject to the requirements and efficiency of the operations, grant the employee an educational leave of absence without pay, provided that:

- (a) The employee requests the leave in writing at least thirty (30) days in advance.
- (b) The employee has at least two (2) years of seniority.
- (c) The leave is not for a period in excess of ten (10) months.
- (d) Educational leave not covered by the terms of the Collective Agreement shall be agreed upon by the Company, the Union President and the impacted employee prior to the leave. Such agreement will outline the conditions of the leave and return to employment.

OTHER LEAVES OF ABSENCE

6.09 Employees are entitled to other leaves of absence under the Saskatchewan Employment Act such as, but not limited to:

- Interpersonal Violence and Sexual Violence Leave
- Compassionate Care Leave
- Critically Ill Family Care Leave
- Military Leave

The specific provisions and types of leaves change periodically, and employees should consult the Saskatchewan Employment Act or appropriate government website for more information.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE

6.10 Acceptance of employment elsewhere for pay, or profit while on leave of absence shall 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.

TEMPORARY EMPLOYEES

6.11 Temporary employees may be hired only for periods not to exceed one hundred and twenty (120) days or the length of time required to fill a temporary vacancy created by a leave of absence granted under Article 6 or disability leave. The Company will offer temporary work to any permanent employee who may be laid off and eligible for recall. Such laid-off employees may accept or reject temporary work for the Company without, in any way, affecting their recall rights. The hiring of temporary employees is subject to the following limitations:

- (i) Temporary employees shall be classified and compensated on the same basis as permanent employees; however, they will only acquire seniority rights as provided below.
- (ii) Temporary employees who may be accepted as permanent employees by the Company shall, upon their acceptance and the completion of their four hundred and fifty (450) hours probationary period, acquire full seniority rights retroactive to their last date of hire as temporary employees.
- (iii) Temporary employees who have worked more than four hundred and fifty (450) hours and are accepted as permanent employees shall be deemed to have served their probationary period.
- (iv) Temporary employees who have demonstrated to the Company that they are qualified candidates will be given consideration for permanent employment.

6.12 SHIFT EXCHANGES

- (a) A shift exchange with another employee for an employee's convenience shall be permitted as follows:
 - (i) Provided such practice does not cause additional cost to the Company due to overtime or another provision of Article 16;
 - (ii) Provided proper forms are completed and signed before such exchange takes place. The affected supervisor will be responsible to notify the employee at the time the exchange is requested with the proper form that must be completed.
 - (iii) Where possible, the shift exchanges should be within a sixty (60) day period.
 - (iv) Shift exchanges requested for a duration longer than two sets of shifts must be for a good and valid reason, and between employees qualified and trained to work in the position.
 - (v) If an employee is requesting vacation on a day that has been shift exchanged, there must be two weeks' notice in order to determine that coverage is available.

- (b) Shifts exchanged cannot be further exchanged. They must be worked as originally exchanged or requested as vacation. If the employee is unable to work the exchanged shifts due to illness or other reason, normal absence provisions will apply.

SHIFT ALTERATIONS

- (c) As each department has varied work schedules, varied workloads, and varied methods and assignments to reach Department and Divisional goals, the following will apply for all shift alterations:
- (i) Shift Alterations shall be approved under the following conditions:
 - Provided proper forms are submitted one (1) week prior, completed and signed before such alteration takes place. The affected supervisor will be responsible to notify the employee at the time the alteration is requested with the proper form that must be completed.
 - The alteration does not interfere unduly with the Company's operation.
 - The date the employee is to work back for the day off is a time productive to the Company and a time when the employee can do productive work.
 - That the employee will be supervised by someone in the employee's department or another supervisor on the day the employee works.
 - (ii) Where possible, the shift alteration should be within a sixty (60) day period.
 - (iii) Employees will be entitled to four (4) shift alterations per calendar year.
 - (iv) Shift alterations will be permitted for partial shifts but they will count towards an employee's allocation of four (4) per year.
 - (v) The approval of shift alterations will not be unreasonably withheld.
 - (vi) Shift exchanges should be used where reasonably possible.
- (d) Shifts altered cannot be further altered. They must be worked as originally altered or requested as vacation. If the employee is unable to work the altered shifts due to illness or other reason, normal absence provisions will apply.

ARTICLE 7 - ANNUAL VACATIONS & PUBLIC HOLIDAYS

ANNUAL VACATIONS

- 7.01 (a) Each employee shall receive an annual vacation in accordance with the employee's years of service. The entitlement date for vacations shall be July 1st and the vacation year July 1st to June 30th.
- (b) All vacation must be taken at a time satisfactory to the Company and when possible in accordance with the wishes of the employee. The Company shall respond to vacation requests submitted after May 1st, in accordance with Article 7.02(a), within two (2) weeks of submission. Employees are not precluded from inquiring about the status of their vacation request while awaiting a response.
- (c) Employees with remaining, unscheduled vacation beyond April 1st, (subject to Article 7.07(b)(iii) and (iv)) of the current year, shall submit a request for their remaining vacation for the current vacation year by April 1st. Where an employee does not submit a request for their remaining vacation, the Company shall schedule the employee's remaining vacation such that it is used by the end of the current vacation year.
- 7.02 (a) A vacation-maintenance shutdown may be designated by the Company provided it falls during the school summer vacation period and the Union will be notified of the Company's intention regarding such vacation-maintenance shutdown not later than April 1st of that year. Subject to manpower and skill requirements, general seniority in a department shall apply for vacation requests received prior to May 1st of that year. The Company shall respond to vacation requests submitted prior to May 1st by May 31st. Employees are not precluded from inquiring about the status of their vacation request while awaiting a response.
- (b) (i) Essential services will be defined by the Company twenty-eight (28) calendar days prior to any vacation-maintenance shutdown, and will be discussed with the Union. Essential services work during a vacation-maintenance shutdown, shall be allocated by the Company, as required, on the basis of general seniority from those who possess the minimum qualifications and ability to perform the work within each department.

Essential service positions will be filled prior to any other positions. Senior employees possessing specialized skills may be selected to perform work other than essential services, subject to Union agreement. Such agreement shall not be unreasonably withheld.

Employees may request not to work essential services. Such requests will be considered by the Company and may be granted where operational needs can be met by a less senior qualified employee(s). However,

employees working other than essential services may still be required to work shift work. Requests must be made twenty-one (21) days prior to the vacation-maintenance shutdown.

- (ii) All other work during a vacation-maintenance shutdown shall be allocated by the Company, as required, on the basis of general seniority from those who possess the minimum qualifications and ability to perform the work. The number of employees allocated to a department other than their own, shall not exceed the number of regular department employees working during the vacation-maintenance shutdown (one to one ratio). Dependent on specific circumstances, the ratio may be adjusted by mutual agreement of the parties.
- (iii) For seniority purposes, time worked in another department during a vacation-maintenance shutdown shall be accrued in the department the employee is temporarily working. If the employee returns to that department in the future, the employee shall revive any previously accrued departmental seniority in such department, but not before being placed in the department.

- 7.03 An employee with less than one (1) year of service on July 1st following the employee's date of hire shall be granted a vacation of twelve (12) working hours for each completed month to a maximum of one hundred and twenty (120) working hours.
- 7.04 An employee with one (1) year or more of cumulative service on July 1st, but with less than nine (9) years, shall be granted a vacation of one hundred and twenty (120) working hours.
- 7.05 An employee with nine (9) years of cumulative service on July 1st, but less than ten (10) years, shall be granted a vacation of one hundred and twenty (120) working hours plus four (4) working hours for each month of service following the employee's ninth (9th) anniversary to a maximum of one hundred and sixty (160) working hours. The parties agree that these terms are more favourable than the provisions of The Saskatchewan Employment Act.

VACATION BONUS

- 7.06 An employee with ten (10) or more years of cumulative service on July 1st shall be granted a vacation of one hundred and sixty (160) working hours and also receive a vacation bonus of three hundred (\$300.00) dollars at the time of the vacation. An employee with five (5) or more years of cumulative service on July 1st shall receive a vacation bonus of two hundred and fifty (\$250.00) dollars at the time of vacation. An employee with one (1) year of cumulative service on July 1st shall receive a vacation bonus of two hundred (\$200.00) dollars at the time of vacation.
- 7.07 (a) (i) An employee with fourteen (14) years of cumulative service on June 30th, but less than fifteen (15) years, shall be granted an annual vacation of one

hundred and sixty (160) working hours plus four (4) hours of additional vacation for each month of service following the employee's fourteenth (14th) anniversary to a maximum of forty (40) hours.

- (ii) An employee with fifteen (15) years of cumulative service on June 30th shall be granted an annual vacation of two hundred (200) working hours.
- (b) (i) Employees with less than ten (10) years cumulative service will not be required to use more than one hundred and twenty (120) hours of vacation during the vacation-maintenance shutdown.
- (ii) Employees with ten (10) or more years of cumulative service will not be required to use more than one hundred and sixty (160) hours of vacation during the vacation-maintenance shutdown.
- (iii) Employees may carry one (1) shift of vacation into the next vacation year.
- (iv) Under special circumstances, such as a trip abroad, forty (40) hours of vacation may be carried over into the next vacation year. These hours must be booked based on seniority preference and before the vacation-maintenance shutdown.

7.08 Each employee shall receive vacation pay to be calculated as a percent of the employee's gross earnings from June 1st of the preceding year to May 31st of the current year and based on the length of vacation to which the employee is entitled under Article 7 as follows:

- (i) Six (6%) percent for one hundred and twenty (120) working hours entitlement or less.
- (ii) Six Eight (8%) percent for one hundred and sixty (160) working hours entitlement.
- (iii) Ten (10%) percent for two hundred (200) working hours entitlement.

The contributions by governments to the pay for apprenticeship training will be included in the employee's gross earnings.

- 7.09 (a) If a public holiday as designated in this agreement falls during an employee's annual paid vacation, the employee shall receive an additional day of vacation. Payment for this additional day to be as per Article 7.12.
- (b) With regard to an employee who is called into work while on vacation, if the employee does report to work, the employee will be paid overtime for all hours worked on that day. In addition, if the hours of work coincide with the same hours

of approved vacation, the employee will have the option to receive scheduled vacation pay for that day or cancel the vacation hours which overlapped the hours worked and reschedule them for a later date.

7.10 If, during vacation, an employee:

- (i) Becomes disabled for three (3) or more consecutive scheduled vacation days and such disablement is verified by a doctor's certificate, and/or
- (ii) Takes bereavement leave under Article 6.05, the employee shall be entitled to reschedule that portion of vacation at a mutually agreed upon time. The employee's supervisor or the Human Resources Department must be notified by the employee as soon as reasonably possible.

PUBLIC HOLIDAYS

7.11 (a) The following shall be public holidays:

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

(b) For dayshift employees, who are scheduled within the Monday through Friday period, the following provisions will apply:

- (i) When New Year's Day or Remembrance Day falls on a Sunday, then the Monday following will be observed as the holiday.
- (ii) When Christmas Day falls on a Sunday, then the Monday following will be observed as Christmas Day and the Tuesday following as Boxing Day.

(c) If the plant is not required to operate on a public holiday, work shall be allocated to the appropriate department by the Company on the basis of general seniority within the crew and with the minimum qualifications and ability to perform the work; first amongst those who would have otherwise been scheduled to work if it were not for the public holiday shutdown, and secondly amongst the regular dayshift employees.

7.12 If a public holiday falls on the day the employee would have worked if the day had not been a holiday, but the employee does not work because the employee is given the day off to observe the holiday, that employee will be paid normal wages for the holiday, exclusive of overtime. If the employee is scheduled to work, the employee will be paid eight (8) hours public holiday pay and in addition will be paid two (2) times base wage rate for all hours worked on the public holiday.

- 7.13 If the holiday falls on an employee's regularly scheduled day off, and the employee is given another day off without pay to shorten the workweek, the employee will receive public holiday pay equal to the employee's base rate of pay for the normal scheduled hours in the day the employee is given off; if the employee is not given another day off the employee will receive eight (8) hours pay for the public holiday, at base rate, and will be eligible for overtime pay that week in accordance with Article 16.03(e).

The above provisions apply provided the employee works the last scheduled shift before and the first scheduled shift after the holiday. If the employee misses such last or first shift due to sickness or injury the employee shall be deemed to have worked that shift. If employees miss either (but not both) of such last or first shift because of approved leave of absence, shift alter, exchange or vacation, they shall be deemed to have worked such shift. Holiday pay will not be paid where Disability or Workers' Compensation benefits apply. If the employee misses both last and first shift due to an approved leave of absence, a shift alter, exchange or vacation, the overtime provision above will not apply. Regarding vacation, the employee shall be given another day off to observe the public holiday.

- 7.14 This Article shall not limit the right of the Company to schedule an employee to work on any public holiday that falls on the employee's regular scheduled workday; or for the Company and the Union to agree to a change in the date a public holiday is observed for all employees or groups of employees.

The Company will make a reasonable effort to operate on public holidays with volunteers.

- 7.15 At any time prior to May 31st in each year, an employee may request, in writing, that the Company issue the vacation pay to which the employee will become entitled for the vacation period ending June 30th of that year. The Company will pay such amount to employees so requesting at the end of the second pay period in June.

ARTICLE 8 - SAFETY AND HEALTH

- 8.01 The Company and the Union recognize the importance of establishing safety rules and regulations for the protection of employees and in order to prevent industrial injury or illness agree to co-operate in the continuing objective of eliminating safety and health hazards.
- 8.02 The Company agrees to publish a safety 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. The safety manual shall be updated from time to time. Prior to the publication of any new or updated safety manual, the Company shall submit such publication to the safety committee for its review. Within fifteen (15) days from the receipt of the proposed publication, the safety committee shall

return the manual to the Company along with any recommendations for improvement. In the event the committee believes any safety rule or regulation is in conflict with the Agreement, the matter shall be subject to the grievance procedure.

- 8.03 The Union agrees that careful observance of safe working practices and safety rules is a primary duty of all employees. The Company agrees that there will be uniform enforcement of such rules among employees in scope and said rules shall be enforced without discrimination among said employees.
- 8.04 It shall be the employee's and the employer's responsibility to encourage the use of and to follow the established safety procedures.

OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 8.05 (a) The O.H.&S. Committee shall consist of nine (9) members representing the employee, four (4) from U/G and four (4) from surface, along with the co-chair of the committee and up to nine (9) members selected by the Company. A quorum for a meeting of the committee will consist of not less than five (5) employee members and five (5) management members or their alternates.
- (b) An underground employee member and surface employee member of the Occupational Health and Safety Committee shall, together with a committee member from management, conduct a regularly scheduled inspection of the surface and underground working areas at least once per month. Subsequent to the inspections, an Occupational Health and Safety meeting will be held each month.
- (c) Members of the Occupational Health and Safety Committee will not lose pay for time spent during regularly scheduled inspection tours, meetings, investigations of accidents, or safety courses or seminars authorized by the Company. If the Occupational Health and Safety Committee person is on regular scheduled time off, Committee person will be paid for the time actually spent and such time shall be included as time worked for the purpose of computing any overtime pay. Alternates on duty will be used where practical.
- Committee members may take alternate time off in lieu of hours worked as outlined above at a time mutually agreed upon by the employee and the supervisor.
- (d) Crew safety meetings will continue to be held monthly and safety suggestions made at such meetings will be promptly sent to the Safety Committee.
- (e) Minutes will be kept of all Occupational Health and Safety Committee meetings. One (1) copy will be delivered to the Union and one (1) copy will be posted on each Union bulletin board.

- (f) Dangerous occurrences will be investigated, including leaving the site undisturbed where applicable, as per the Occupational Health & Safety Act and Regulations along with all high potential near misses and accidents or other incidents as determined by the Occupational Health & Safety Committee. The Company will contact the member(s) of the Occupational Health & Safety Committee required to conduct the investigation as soon as reasonably possible following discovery.

The Occupational Health and Safety Committee may from time to time agree to consult and use the services of outside experts.

- (g) The Union President or designate will be notified by the Company when an Employer's Initial Report of Injury is submitted to WCB.

SAFETY EQUIPMENT AND CLOTHING

- 8.06 (a) The Company shall furnish at no cost to the employee (for the employee's exclusive use with respect to wearing apparel) safety equipment and protective clothing including necessary winter wear, except safety shoes or boots, as required in the opinion of the Company for the performance of work by the employee.

- (b) Work gloves will be issued to employees requiring work gloves for the performance of their job at no cost to the employee. Gloves will be replaced as needed.

- 8.07 Employees with one (1) or more years of service and on the active payroll on January 1st each year will receive a Safety Clothing Allowance of four hundred and twenty-five (\$425.00) dollars effective January 1, 2025 and four hundred and fifty (\$450.00) dollars effective January 1, 2026. This amount is reduced by one-twelfth (1/12) for each inactive month in the previous year. Employees are expected to have safety shoes or boots as may be required in their work, in good condition on the job. An employee not on the active payroll on January 1st of each year will receive their allowance upon returning to active status. An employee on the active payroll on January 1st, but with less than one (1) year seniority, shall receive one-twelfth (1/12) of the safety clothing allowance for each complete month worked.

COMPENSABLE ACCIDENTS

- 8.08 The Company shall pay an employee for a full work shift if the employee sustains a compensable industrial accident and is unable to complete the balance of the shift.

MINE RESCUE AND EMERGENCY RESPONSE TEAM

- 8.09 Mine rescue and emergency response team members will be compensated for time spent, including travel time, away from the minesite at Corporate, Provincial and/or Dominion Mine Rescue Competitions at the rate of eight (8) hours base rate per day. A bonus of two hundred (\$200.00) dollars will be paid to each member of the team actually participating for the division on the days of competition.

ARTICLE 9 - SENIORITY

TYPES OF SENIORITY

9.01 (a) There shall be two (2) types of seniority:

- (i) general seniority, meaning the length of an employee's continuous service with the Company since the employee's last date of hire; and
 - (ii) departmental seniority, meaning the length of an employee's continuous service in a department. If an employee works in a department and transfers to another department and the employee returns to that department in the future, the employee shall revive any previously accrued departmental seniority in such department, but not before being placed in the department.
 - (iii) When two (2) or more employees have the same date of hire, the order of seniority will be determined by a draw conducted in the presence of the employees and a Union representative during the new hire orientation.
- (b) "Continuous service", for the purpose of departmental seniority, will include time spent by an employee while on short term disability, long term disability, sick leave, Workers' Compensation, leaves of absence as per Article 6 except for Article 6.02 Public Office Leave of Absence, and the first eight (8) weeks of education leave per year. Only general seniority will include time while laid off within the limits set forth in Article 9.06(d).
- (c) In the event of layoff, employees who would have been laid off but who request an unpaid leave of absence will not accrue departmental seniority for the layoff period.
- (d) Apprenticing employees scheduled to attend trades training, who would otherwise be laid off, will not accrue departmental seniority for the duration of training falling within a layoff period.
- (e) Employees attending the annual STAR conference or employees on mine rescue, fire-fighting or emergency response teams who attend competitions and/or training, who would be laid off, shall not accumulate departmental seniority for competition or training required during the layoff period.
- (f) New employees will not acquire departmental seniority during the period of new-hire orientation.

DEPARTMENTS

9.02 Departments for the purpose of this Agreement shall be as in Article 15.02.

SENIORITY LISTS

- 9.03 The Company shall compile seniority lists showing the general and departmental seniority of each employee.
- 9.04 Such lists shall be revised every January, April, July and October and a copy of the list shall be mailed to the Union. A copy of the department's list will be posted in the department and a copy of the general seniority list shall be posted on monitors.
- 9.05 Any dispute about a seniority list should be raised by the employee affected and submitted to the Human Resources Department, within thirty (30) days of the posting of the list.

LOSS OF SENIORITY

- 9.06 Both general and departmental seniority shall be lost when an employee:
- (a) voluntarily quits employment;
 - (b) is discharged for just cause and not reinstated;
 - (c) fails to return to work immediately upon completion of an authorized leave of absence, unless the employee gives reason satisfactory to the Company for such failure to return to work;
 - (d) is laid off by the Company for a period of more than twenty-four months;
 - (e) works for another employer while absent from employment with the Company whether on approved leave of absence or otherwise except where the Company approves such work, or except in a case of layoff for lack of work.
 - (f) a temporary employee is replaced by the regular employee or laid off due to lack of work.
 - (g) does not return to the bargaining unit within three (3) months after accepting a permanent position with the Company outside of the bargaining unit.

ARTICLE 10 - VACANCIES

GENERAL

- 10.01 The Company shall determine the number of employees in each position and if a vacancy in a position is to be filled or left vacant. The Company shall inform the Union within thirty (30) days, of any positions which shall be left vacant or when the vacancy is expected to be filled, or whether the status of a particular vacancy is unknown. Upon request of the Union, the Company shall provide an update of the status on a vacant position.

NOTICE OF VACANCY

- 10.02 (a) The Company shall provide a permanent Job Posting Board and lock box conveniently located for employees at Rocanville and Scissors Creek Security, on which will be placed a job description for each position within the bargaining unit.
- (b) Permanent vacancies or temporary vacancies in excess of sixty (60) days will be posted on the Job Posting Board by way of a job posting. The job posting will state the qualifications required. A copy of the job posting will be sent to the Union and discussed if it so requests.

FILLING OF VACANCY

- 10.03 (a) The Company shall post new vacancies on Tuesday afternoon and the postings will close the following week on Thursday at noon. Employees who wish to be considered for the vacancy shall complete a job posting application. The job posting application is to be placed in a locked box by the employee or their shop steward or submitted electronically to Human Resources. Human Resources will sign, date and provide copies to the employee and Union.
- (b) Job posting applications will only be recognized to a crew(s) but not to a specific position on any particular crew. The parties agree this clause shall not be applied so as to hinder the proper training and the maintenance of the skills of other employees in the department.
- (c) Provided there are employees from within the department with the qualifications required, the vacancy will be filled with the applicant with the greatest departmental seniority.
- (d) If there are no applicants from within the department, then the vacancy will be filled by the qualified applicant from any other department with the greatest general seniority. In the event no applicants possess the qualifications required by the Company to fill the vacancy, the Company will hire externally.
- (e) Upon selecting the successful applicant, and prior to notifying the applicant, the Company will notify the Union and discuss if it so requests.
- (f) The Company will transfer the successful applicant within thirty (30) days following the posting of the successful applicant's name if a qualified employee is available to fill the vacancy. Seniority in the new department shall begin on 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 applicant, then such applicant will receive the rate for the new job starting at the thirty-first (31st) day, provided the new rate of pay is higher than the applicant's present rate.

- 10.04 (a) If an employee, as a result of a job posting application, has filled a vacancy, further requests will not be considered for a period of one (1) calendar year from the date of filling the vacancy. Apprenticeship job postings shall be exempt from the provisions of this Article.
- (b) If an employee, as a result of a Temporary job posting application, has filled a temporary vacancy, that employee shall have the right to bid on permanent job postings. When the temporary position is over the employee will return to their previously held position.
- 10.05 Within departments, as defined in Article 15.02, that work dayshift and shift work, the employee with the most departmental seniority may elect to work days or shift work by displacing a junior qualified employee. If the senior employee moves from days to shift work or vice versa, the senior employee must remain there for one (1) year before exercising the option to displace once again. Once the one (1) year has passed, the senior employee may exercise the option at any time.
- (i) By exercising this option, the senior employee does not forfeit the option of using the job posting system.
- (ii) If an employee is forced onto days or shift, they may exercise the option to displace at any time.
- (iii) If there is a temporary vacancy on shift within the department and no senior employee volunteers after being asked by the Company, the two (2) qualified day shift employees with the least departmental seniority, by rotation, shall fill the temporary vacancy.
- 10.06 After two hundred and 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 Company deems the employee is not capable of performing the job, or the employee voluntarily disqualifies **themselves** within the two hundred and forty (240) hour qualifying period, the employee will be returned to their previous position and shift if available without loss of wages or seniority.

DEFINITION OF QUALIFIED

- 10.07 "Qualified" as it pertains to this Agreement in all matters, shall be related to fitness and ability, education, experience, and past performance.

ARTICLE 11 - DISABLED EMPLOYEES

- 11.01 (a) The Company agrees that in the event an employee becomes disabled, or for health considerations, it is no longer medically advisable for an employee to continue in the employee's existing job, such an employee will be placed in a job consistent with the employee's limitations provided a vacancy exists, and

notwithstanding the provisions of Article 10, provided the Company first has full consultation with representatives of the Union.

- (b) The Company, the Union and the employee shall work together to facilitate an accommodation to the point of undue hardship.
 - (c) The Company will maintain an employee's rate of pay for one (1) year from the date of the employee's initial return to work in a temporary or permanent position accommodating restrictions identified and documented by a physician.
- 11.02 If placement in a different job results in a transfer from one department to another, the employee's departmental seniority in such other department shall be deemed commenced from the date of transfer.
- 11.03 The Company will not be required to try an employee as described in Article 11.01 in any job if there are reasonable grounds for believing that the employee will not be able to satisfactorily or safely perform the job or if there is a possibility that the job may be injurious to the employee's health.
- 11.04 The Company will have the right to require the employee to undergo periodic medical examinations to determine the suitability of the employee remaining on the job, or in the employ of the Company. In this clause medical includes mental and physical.
- 11.05 The Company will keep the Union fully informed, and will discuss with the Union if the Union so requests, its intentions under Article 11 and the actual application of this Article.

ARTICLE 12 - GRIEVANCE PROCEDURES

- 12.01 (a) Grievance as used in this Agreement is limited to a complaint or request of an employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement.
- (b) The Union may select and the Company will recognize a reasonable number of stewards for each of the departments set forth in Article 15.02 to assist in the processing and investigation of grievances originating with their department or shift.
 - (c) Stewards shall not leave their regular duties until permission has been given by their supervisor. Permission will not be unreasonably withheld.
 - (d) The Company shall not make any deduction from wages of the duly authorized representative of the Union in respect of the time actually spent in investigating and negotiating for the settlement of grievances prior to arbitration.

- (e) The Union may select and the Company will recognize upon written notification as to their identity, a grievance committee of six (6) employees of the Company. No more than three (3) shall meet with the Company at any time.
- (f) To ensure continuity of operations the discussion and/or negotiations of grievances shall be conducted where reasonably possible, immediately after the start, or near the end of the shift.
- (g) With prior approval from the applicable Department Head or the Senior Manager, HR, the use of cameras shall be allowed by Union directors and shop stewards for the purpose of gathering incident scene evidence for potential or active grievances.

12.02 Step 1 - It is the intent of both parties that grievances shall be discussed verbally prior to committing a grievance to writing. Prior to filing a grievance, an employee who feels aggrieved shall first discuss the issue with the immediate supervisor. Should the issue not be resolved, it shall be forwarded to the Dispute Resolution Team as per Letter of Agreement #8. The objective of this meeting will be to gather information and to attempt to resolve the issue on a without prejudice basis.

If following such discussion, settlement does not take place, the grievor concerned, with or without a steward, may present a written signed grievance to the grievor's immediate supervisor or the supervisor involved within ten (10) calendar days of the meeting of the Dispute Resolution Team. The supervisor shall provide to the employee and to the Union, a written answer to the grievance within ten (10) calendar days from the time the written grievance is received by the supervisor.

Step 2 - If the Step 1, written answer is not acceptable to the grievor, the grievance with answers may be submitted by a member of the grievance committee to the general manager or designee within ten (10) calendar days from the time of the answer at Step 1. The general manager or designee shall meet with the grievor and grievance committee to discuss the grievance. The general manager or designee shall provide a written answer to the Union within ten (10) calendar days of the second step grievance meeting. The parties agree to engage in meaningful discussions at all steps of the procedure in an effort to resolve matters to both parties satisfaction.

Arbitration - If the Step 2, written answer is not acceptable to the grievor, the grievance may be submitted to arbitration upon notification in writing by either party, within ten (10) calendar days from the date of the second step written answer. If the grievance is not submitted within ten (10) calendar days, it will be deemed withdrawn by the Union.

The parties may mutually agree to extend any time limits identified in the Article.

- 12.03 For the purpose of Article 10 and Article 12, working days are the days normally worked by the Human Resources Office but under no circumstances include Friday, Saturday, Sunday or Public Holidays.

UNION GRIEVANCE

- 12.04 If a grievance comes within Article 12.01(a) and concerns the Union as a whole, and no resolve is reached by the Dispute Resolution Process, two members of the Executive of the Union who are employees of the Company, may, within ten (10) working days of the occurrence or discovery of the matter that has given rise to the alleged grievance, submit a written grievance at Step 2.

GROUP GRIEVANCE

- 12.05 In the event that two (2) or more grievors have grievances which are sufficiently common in nature that they may be conveniently dealt with together, and no resolve is reached by the Dispute Resolution Process, such grievances shall constitute a group grievance which may be submitted together at Step 2. A grievance involving two (2) or more grievors shall be presented by not more than two (2) of those in the group directly concerned.
- 12.06 In the event that the Company fails to respond within the specified time limit in each step, then it shall be deemed that the Company has given a written answer unsatisfactory to the grievor at the end of the time limited for giving such answer.
- 12.07 In the event a grievor fails to submit a grievance to the next step within the time limits set, the grievance will be considered settled.
- 12.08 Any grievance which the Company may have against the Union shall be submitted in writing to a member of the Union grievance committee within ten (10) working days of the occurrence or discovery of the matter that has given rise to the alleged grievance, and a meeting at Step 2 of the grievance procedure will be arranged within five (5) working days. If the matter is not satisfactorily settled at this meeting, or within five (5) working days thereafter, the grievance may be submitted to arbitration upon notification in writing to the Union within ten (10) working days of the expiry of the latter five (5) days. If the grievance is not submitted within ten (10) working days, it will be deemed withdrawn by the Company. The parties may mutually agree to extend any time limits identified in this Article.

ARBITRATION

- 12.09 (a) When a grievance is submitted to arbitration as set forth in Step 3 of Article 12.02, the arbitrator shall be selected by draw from a panel set forth below, with the most recently drawn arbitrator excluded from the draw:

Daniel Ish
Beth Bilson
Anne M. Wallace
Brian Kenny

*Please refer to LOU #10

If the grievance is not resolved at Step 2, it will be referred to arbitration within sixty (60) days unless mutually agreed otherwise.

- (b) If the first arbitrator drawn is unable to serve within a one hundred and twenty (120) day period, the alternate Arbitrator drawn shall be requested to serve.

12.10 The parties agree that they will accept as final and binding the decision of the arbitrator.

12.11 Each of the parties will equally bear the fee and expenses of the arbitrator.

12.12 In the hearing of the arbitration each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments.

12.13 The arbitrator shall not have the power to alter, change, or amend any of the terms of this Agreement nor to substitute any provisions for the existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

12.14 The time limits specified in this Article may be extended by consent of both parties.

12.15 (a) In the event of the discharge of an employee which is alleged by the Union to be without just cause, the employee may within seven (7) working days after the discharge, forego Step 1 of the grievance procedure and submit a grievance in writing directly to the general manager or designee.

- (b) Upon receipt of the written grievance, the general manager or designee shall meet with the grievance committee within three (3) working days.

- (c) After such meeting, the grievance shall then be subject to the same procedures as any grievance at the Step 2 level.

12.16 In the event of an arbitration arising out of the discharge or other disciplinary action against an employee, the arbitrator may reinstate the employee without loss of pay or other penalty, or may substitute for such discharge or disciplinary action any other penalty which the arbitrator considers fair and reasonable in the circumstances.

ARTICLE 13 - LAYOFF AND RECALL PROCEDURE

EMERGENCY SHUTDOWN (SIX DAYS OR LESS)

13.01 In the event of an emergency shutdown (six [6] days or less) selection of employees to be retained and scheduling of work will be done by the Company in the manner best judged to expedite the work and return to operation as early as possible. Emergency shutdown does not include any shutdown or staff reduction caused solely because of oversupply of inventory.

13.02 (a) Selection and recall of employees in such circumstances will be made in a fair and equitable manner.

(b) **Workforce Discussion Prior to Layoff**
The Company will agree to meet the Union prior to the actual date of layoff and/or vacation-maintenance shutdown to discuss workforce numbers. The purpose of this meeting will be to look at determining who will be employed during such periods of layoff following the principles of seniority and qualifications.

Should the parties be unable to agree on who is to work, the Union may elect to file a grievance directly to step II of the grievance procedure.

TEMPORARY LAYOFF (SEVEN TO SIXTY DAYS)

13.03 When the Company deems it necessary to reduce the work force for a layoff expected to last in excess of six (6) days and less than sixty (60) days, the following procedure will be followed:

(a) Official notice of temporary layoff will be given to the Union. The Company will immediately hand out or mail notices out to affected employees confirming the layoff. The Company will give notice to affected employees regardless of seniority as follows: Layoff over six (6) days and up to two (2) weeks, one (1) week's notice; layoff over two (2) weeks and up to four (4) weeks, two (2) weeks' notice; layoff over four (4) weeks and up to six (6) weeks, three (3) weeks' notice; layoff over six (6) weeks and up to sixty (60) days, four (4) weeks' notice. In lieu of above notice the Company may elect to pay base rate for the portion of notice period in respect of which notice was not given. It is understood and agreed that the provisions of 13.03 are more favourable than the law.

(b) Essential services will be defined by the Company within one (1) week of the announcement of a temporary layoff and will be discussed with the Union. Essential services work during a temporary layoff shall be allocated by the Company as required, on the basis of general seniority from those who possess the minimum qualifications and ability to perform the work within the department. Essential service positions will be filled prior to any other positions. Senior employees possessing specialized skills may be selected to perform work other than essential services, subject to Union agreement. Such agreement shall not be unreasonably withheld.

Employees may request not to work essential services. Such requests will be considered by the Company and may be granted where operational needs can be met by a less senior qualified employee(s). However, employees working other than essential services may still be required to work shift work. Requests must be made within one (1) week following the announcement of a temporary layoff of

more than two (2) weeks. In the event of a temporary layoff of two (2) weeks or less, requests must be made within two (2) days of the announcement of the temporary layoff.

- (c) Other employees will then be recalled as required on the basis of general seniority and the qualifications and ability to perform the work required. If seniority and qualifications are equal, then a coin will be tossed in the presence of the tied employees, or their representatives, to determine who will be recalled.
- (d) Employees will be recalled first to the department from which they were laid off.
- (e) The number of employees recalled to a department other than their own, shall not exceed the number of regular department employees working during the layoff (one to one ratio). Dependent on specific circumstances, the ratio may be adjusted by mutual agreement of the parties.
- (f) An employee who has not worked in an area or job skill for three (3) years or more does not qualify to be recalled to that area or job skill in a temporary layoff (sixty [60] days or less) unless the employee is able to demonstrate the skill and ability required to perform the duties of the job. A previously qualified employee will receive a familiarization period if the employee or the Company so requests. The length of the familiarization will be determined by the Company in consultation with the employee and the Union.
- (g) Employees on layoff may accept or refuse periods of temporary recall without, in any way, affecting their recall rights. It is understood that the junior qualified employee must accept the temporary recall.
- (h) For seniority purposes, time worked in another department during a temporary layoff will be accrued in the department the employee is temporarily working. If the employee returns to that department in the future, the employee shall revive any previously accrued departmental seniority in such department, but not before being placed in the department.
- (i) If an employee desires to work underground during a layoff period and has not received underground safety orientation, they shall receive such training on paid time and the training will be valid for three (3) years.

INDEFINITE LAYOFF PERIOD (61 DAYS OR LONGER)

13.04 When the Company deems it necessary to reduce the workforce for a layoff expected to last in excess of sixty-one (61) days, the following procedure will be followed:

- (a) A notice of layoff will be handed personally to an employee at work. If the employee is not at work, notice will be sent by registered mail and will be deemed to be served not later than five (5) days after the postmark.

- (b) The Company shall give to the employee at least:
 - (i) One (1) week's written notice or pay in lieu, if the employee's period of employment is less than one (1) year;
 - (ii) Two (2) weeks' written notice or pay in lieu, if the employee's period of employment is one (1) year or more but less than three (3) years;
 - (iii) Four (4) weeks' written notice or pay in lieu, if the employee's period of employment is three (3) years or more but less than five (5) years;
 - (iv) Six (6) weeks' written notice or pay in lieu, if the employee's period of employment is five (5) years or more but less than ten (10) years;
 - (v) Eight (8) weeks' written notice or pay in lieu, if the employee's period of employment is ten (10) years or more.
- (c) An employee who is laid off shall continue to accumulate general seniority and shall be eligible for recall to work for a period of time as provided in Article 9.06(d).
- (d) Essential services will be defined by the Company within one (1) week of the announcement of an indefinite layoff and will be discussed with the Union. Essential services work during an indefinite layoff shall be allocated by the Company, as required, on the basis of general seniority from those who possess the minimum qualifications and ability to perform the work within the department.
- (e) Employees will be recalled as required on the basis of general seniority and the qualifications and ability to perform the work required. If seniority and qualifications are equal, then a coin will be tossed in the presence of the tied employees, or their representatives, to determine who will be recalled.
- (f) An employee who is recalled to a department other than the department from which the employee was laid off, shall:
 - (i) Accrue department seniority in the department to which the employee is recalled.
 - (ii) Revive any previously accrued departmental seniority in such department, that seniority will be revived upon, but not before, being placed in the department.
 - (iii) For the first twenty-five (25) months thereafter, exercise general seniority to return to any vacant position in the department from which the employee was laid off and for which the employee has the minimum qualifications and experience; such employee shall thereafter, within the

said twenty-five (25) months, have the first opportunity of filling the vacancy in the employee's original crew. If seniority and qualifications are equal, then a coin will be tossed in the presence of the tied employees, or their representatives, to determine who gets the job.

- (iv) Maintain their base rate of pay for a maximum of twelve (12) months provided they have a minimum of three (3) years of service.
- (v) In case of indefinite layoff, a senior employee, upon request, who has performed the job in question at the Company in the past, may be given up to three (3) days familiarization to satisfy the Company that the employee has maintained the skills and ability to perform the work available in a proficient manner. If satisfied, the Company shall retain the senior employee in said job.
- (vi) As well, senior employees, who possess the minimal skills for entry-level jobs, will have three (3) days to satisfy the Company of their ability to perform the work available in a proficient manner. If satisfied, the Company shall retain the senior employee in the entry-level job. Such entry-level jobs are restricted to one (1) person on each crew.

RECALL NOTICES

13.05 Laid off employees shall leave their address with the Company and shall notify the Company of any change of address.

- 13.06 (a) The Company shall effect recall by sending notices by mail to laid off employees at the last address recorded by the Company for each such employee stating the job available and the proposed date of rehiring.
- (b) If at the time of the layoff the Company gives an employee a definite date upon which to return to work, notification will not be necessary.
- (c) In the case of an indefinite layoff, an employee may refuse recall without losing rights to recall to permanent employment unless the Company advises the employee that the employment upon recall will be for the duration of at least sixty (60) working days. Employees shall have ten (10) days after receiving notification of recall and will be deemed to be notified not later than five (5) days after postmark, to report for work or to communicate their intention of returning to work where the proposed date of rehiring is more than ten (10) days from receiving notification of recall. This period will be extended if disability prevents immediate return provided the employees notify the Company of the disability within the ten (10) day period.
- (d) For periods of temporary recall, the Company shall effect recall by contacting the laid off employee by telephone at the last known phone number.

SENIOR EMPLOYEES ELECTING LAYOFF

13.07 There are certain circumstances where a senior employee will be allowed to elect layoff during an inventory correction period.

- (a) The specified period of layoff for the employee must be continuous and must be a minimum of four (4) weeks in length or the length of the layoff, if less than four (4) weeks.
- (b) There must be a junior qualified employee in the occupation designation qualified to replace the senior employee without the need for training. Such junior employee would have otherwise been laid off had the senior employee not elected to take layoff.
- (c) Employees cannot elect layoff under this article if they have more than eighty (80) hours of unused vacation.
- (d) An employee with in excess of eighty (80) hours vacation may schedule those vacation hours at the beginning of the inventory correction period in order to reduce vacation entitlement to eighty (80) hours. Upon reaching eighty (80) hours vacation entitlement (which may be a combination of regular or purchased), the employee may elect layoff for the remainder of the inventory correction period.
- (e) An employee who elects layoff (or the employee's replacement) may not submit a grievance regarding the decision to elect layoff.

TECHNOLOGICAL CHANGE

13.08 (a) The provisions of The Saskatchewan Employment Act relating to technological change shall apply except as hereafter set forth.

- (b) The Company will give notice of technological change as required by the said Act in respect of any employee who might be laid off or terminated as a consequence of technological change.

13.09 Any reduction in the workforce necessitated by the technological change, will be handled in accordance with layoff provisions of this Agreement.

13.10 Severance pay will be paid to employees who are laid off or have selected layoff status because of technological change, at the employee's election. Severance pay will be one (1) week's pay at the employee's base rate at time of layoff due to technological change, per each full year of service at the time of such layoff. Severance pay will be limited to a maximum of twelve (12) weeks' pay.

13.11 Acceptance of severance pay will be classed as a voluntary resignation with termination of such employee's seniority and employment rights.

ARTICLE 14 - GENERAL PROVISIONS

AGREEMENT REVISIONS

14.01 This Agreement shall only be changed by the written consent of the contracting parties.

NO DISCRIMINATION

14.02 This Agreement shall apply alike to all employees. The Company and Union agree that there shall be no discrimination against any employee.

COPIES OF AGREEMENT

14.03 The Company shall arrange to have copies of this Agreement printed in a suitable booklet for reference of employees and make one (1) copy available to each employee.

BULLETIN BOARDS

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

AFFIRMATIVE ACTION /RELIEF SUPERVISORS

14.05 The Union will cooperate in supporting any reasonable affirmative action program approved in Section 47, Saskatchewan Human Rights Code.

14.06 An employee temporarily transferred out of the bargaining unit shall continue to accumulate seniority for seven hundred (700) hours in a calendar year (January 1st to December 31st). Such employee shall be considered out of the scope of the bargaining unit and the terms of the Collective Agreement shall not apply for the period of time the employee is temporarily transferred out of the bargaining unit. Employees who are relief supervisors for four (4) or more hours, will remain relief supervisors until the end of the current shift. These employees will not be eligible for overtime beyond the current shift unless no other qualified employees are available. The employee shall continue to remit dues during the period of temporary transfer. Should the employee not return to a position within the bargaining unit prior to the expiry of the seven hundred (700) hours, the employee shall lose all retained seniority. Selection of employees to be transferred out of the bargaining unit will be at the discretion of the Company.

The Company will provide the Union with a monthly summary of hours worked by employees who are temporarily transferred out of the bargaining unit. The Company agrees that the number of active relief supervisors will not exceed seventy (70) and will provide to the Union at the beginning of January and July of each year, a list of relief supervisors. Relief supervisors may be removed from this list, but not replaced during the six (6) months. Relief Supervisors that are promoted, retired, quit or terminated may be removed from this list, and replaced during the six (6) months.

- (a) Upon written request, the Parties agree to employ the President, Grievance Committee Chairperson and Directors of the Union on a Monday to Thursday position the employee is qualified to perform, regardless of seniority.
- (b) All Directors and the Grievance Committee Chairperson shall be provided with underground safety orientation.

SPECIAL ASSIGNMENT EMPLOYEES

- 14.07 (a) Employees hired by the Company for a special assignment may be discharged when their special assignment work comes to an end, notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such employees and their status in writing. Special assignments will be limited to a maximum duration of one (1) year total service. This time limit may be extended by mutual agreement between the Company and Union.
- (b) Special assignment employees do not accrue service or seniority during the term of their assignment.
 - (c) Work assignment will be determined solely at the discretion of the Company. Special assignment employees may be used to perform other work within the department when work is unavailable in the assignment they were originally hired for. The Union president or designate will be notified when the special assignment employees are re-assigned work. The Company will notify the union in writing at the time special assignment employees are hired and the special assignment they are hired for.
 - (d) Special assignment employees who are subsequently hired as permanent employees will be granted service and seniority retroactive to their original date of hire.
 - (e) Special assignment employees may apply for permanent positions in the same department of their special assignment. Previous hours worked in that department will count towards their seven hundred and twenty (720) hour probationary period.
 - (f) Special assignment employees may apply for permanent positions in a different department than that of their special assignment. Upon filling the vacancy in a different department, the employee will need to complete the probationary period of seven hundred and twenty (720) hours.
 - (g) Existing employees are not eligible to apply for special assignment roles.
 - (h) Special assignment employees will not represent more than ten percent (10%) of the workforce in any department. The Company and the Union may mutually agree to waive this provision.

(i) Special assignment workers will not be permitted during periods of layoff.

14.08 The Company undertakes to continue to retain two (2) qualified mill/truck loadout operators, from the bargaining unit per shift, as part of essential services during public holiday shutdowns, vacation-maintenance shutdowns and layoffs. These employees will not operate the control room, but will perform other duties as required.

It is also agreed that during the Christmas and Boxing Day public holidays, that only one employee will be scheduled to work the holiday and the second employee will be given the public holiday off.

ARTICLE 15 - WAGE PROVISIONS

15.01 The Company shall pay basic wages as set forth below:

Credit /Hours		Effective June 1, 2022	Effective June 1, 2023	Effective June 1, 2024	Effective June 1, 2025
% Increase		0.60%	3.70%	3.70%	3.00%
Entry	\$26.46	\$26.62	\$27.60	\$28.62	\$29.48
1 + 520	\$28.83	\$29.00	\$30.07	\$31.18	\$32.12
2 + 1,560	\$31.16	\$31.35	\$32.51	\$33.71	\$34.72
3 + 2,600	\$33.53	\$33.73	\$34.98	\$36.27	\$37.36
4 + 3,640	\$35.93	\$36.15	\$37.49	\$38.88	\$40.05
5 + 4,680	\$38.27	\$38.50	\$39.92	\$41.40	\$42.64
6 + 5,720	\$40.66	\$40.90	\$42.41	\$43.98	\$45.30
7 + 6,760	\$43.03	\$43.29	\$44.89	\$46.55	\$47.95
8 + 7,800	\$45.38	\$45.65	\$47.34	\$49.09	\$50.56
9 + 8,840	\$47.74	\$48.03	\$49.81	\$51.65	\$53.20
10 + 9,880	\$50.11	\$50.41	\$52.28	\$54.21	\$55.84
Journey person:					
A (Inplant)	\$52.72	\$53.04	\$55.00	\$57.04	\$58.75
B (Ticketed)	\$55.38	\$55.71	\$57.77	\$59.91	\$61.71

15.02 The occupation designations are shown below by department. The Company will inform the Union in writing when the list is updated.

<u>Department</u>	<u>Occupation Designation</u>
Mine Operations	Mine Operator Mine Engineer Technician
Mine Maintenance	Ag Mechanic Electrician Heavy Duty Mechanic Industrial Mechanic Truck & Transport Mechanic Lube Technician (Mine) Drafting Technologist Electrical Engineering Technologist Instrumentation Technologist Welder
Shaft	Electrician Industrial Mechanic Heavy Duty Mechanic Plumber Shaft Technician
Mill Operations	Mill Operator Loadout Operator Lab Technician
Mill Maintenance	Automotive Mechanic Carpenter Electrician Heavy Duty Mechanic Industrial Mechanic Refrigeration & AC Mechanic Ironworker Machinist Painter-Industrial Painter Plumber Steamfitter-Pipefitter Lube Technician (Mill) Power Engineer Drafting Technologist Electrical Engineering Technologist Instrumentation Technologist Welder

<u>Department</u>	<u>Occupation Designation</u>
Mill Reliability	Predictive Maintenance Technician Lube Technician (Mill)
Mine Reliability	Predictive Maintenance Technician Lube Technician (Mine)
Safety	EBS Facilitator Safety-Fire Technician
Warehouse	Inventory Control Technician Logistics Technician

BASIS OF WAGE SYSTEM

- 15.03 (a) The wage system recognizes skill, effort, experience, knowledge, difficulty of work and seniority and will be administered in a fair and equitable manner. Reasonable standards will be set by the Company for each job skill to be performed. The job skills will be rated as minor or major. An employee must have at least one (1) major skill to qualify for top rate. Job standards and their rated skill credits will be made available to the Union and all employees upon request. When employees meet the standard for each job skill, through practical demonstration and written examination, they will receive a skill credit. Progression up the pay rates established is based on credits accumulated. A minimum of one thousand and forty (1,040) regular working hours is required for the attainment of any skill credit, except for the first credit after hire which requires a minimum of five hundred and twenty (520) hours. An employee failing to qualify for a skill credit will not be entitled to reexamination until at least one hundred and seventy-four (174) working hours have elapsed from the time of examination.
- (b) The Company will provide the necessary training courses and training as required by the Company, and work experience, to enable an employee with the necessary desire and ability, to advance at the maximum allowable rate.
- (c) An employee retains all credits earned and remains at the respective wage level as long as the employee is willing to perform the occupation which gained the employee the credits. If an employee refuses or is unable to perform in an occupation for which the employee has credit, due to health, disability or change through transfer, then a complete review of the employee's classification credits will be made and the employee's rate adjusted accordingly. If an employee is displaced due to layoff, a complete review of the employee's classification credits will be made and the employee's rate adjusted accordingly, subject to the maintenance of rate provision in Article 13.04(f).
- (d) Upon being awarded internal or external journeyman status, employees will immediately advance to the top wage rate for their occupation.

- (e) When existing employees enter a department, the Company shall award credit(s) to the employee if such experience and training meet the credit requirements established by the Company. Credits awarded may be either 'general' in nature, or directly related to the employee's occupation assignment. Only the latter will be recognized for the purpose of achieving eventual journeyperson status. Upon entry into a department the employee's initial wage rate will be determined by the Company applying both general and occupational credits awarded.

Employees who are accepted for permanent transfer to a vacancy other than an apprenticeship, shall be permitted to transfer all currently held credits to a maximum of seven (7).

- (f) New employees start at zero skill credits except where such employee has explicit qualifications that are related directly to the position. Such credits will be awarded at the time of hire.

JOURNEYPERSON A AND B

15.04 (a) Employees will be awarded internal journeyperson status, and compensated at Journeyperson A rate, when they have accumulated at least 8 occupational credits, provided at least one of these is rated as a major skill credit, and the employee has passed the internal journeyperson examination for the occupational assignment. Internal journeyperson status or training programs are not available where a recognized external journeyperson status or training program is available as covered by Journeyperson B below.

- (b) Journeyperson B will be paid to employees that are required to hold one of the following as a qualification required for their position:

- (i) a valid provincial or interprovincial Certificate of Journeyperson status in a trade required by the Rocanville Division, or
- (ii) a valid Saskatchewan Second Class Power Engineer License or 3rd Class Power Engineer License, actively working towards 2nd Class with a valid permit to operate a 2nd Class facility as required to work as a power engineer at the Rocanville Division, or
- (iii) a valid Saskatchewan Pressure Welding Ticket.

BASE RATE

15.05 An employee's base rate will be defined as follows: the employee's basic hourly rate as set out in Article 15.01 plus lead hand and/or relief supervisor premium if, and when applicable.

LEAD HAND PREMIUM

- 15.06 A premium of one dollar (\$1.00) per hour will be added to an employee's appropriate basic rate as shown in Article 15.01 when the employee is assigned to act as a lead hand. Upon request, the Company will provide the Union with the names of employees who have received lead hand premium.

SHIFT PREMIUMS

- 15.07 In addition to the basic hourly wage rates as shown in Article 15.01, the Company shall pay to employees working between the hours of 4:30 p.m. and 6:30 a.m. two dollars and seventy-five cents (\$2.75) per hour shift premium pay for all hours worked, effective first Sunday of the pay period following ratification. Effective June 1, 2025, shift premiums will increase to two dollars and eighty cents (\$2.80).
- 15.08 No shift premium shall be added to, or included in, any pay or allowances other than the pay for time actually worked as provided in Article 15.06, or in accordance with Article 7.08.

WEEKEND PREMIUM

- 15.09 A Weekend Premium of two dollars (\$2.00) will be paid for each hour actually worked by employees who work on a Saturday and/or Sunday, effective first Sunday of the pay period following ratification. Effective June 1, 2025, weekend premium shall increase to two dollars and five cents (\$2.05) per hour.

UNDERGROUND PREMIUM

- 15.10 An underground premium of forty (\$0.40) cents per hour will be paid for each hour actually worked underground (below shaft collar).

REPORTING FOR WORK

- 15.11 (a) If an employee reports in good faith to work on a day on which the employee is scheduled to work, unless the employee has been notified prior to reporting for work, not to report, and no work is available, the employee shall receive for that day, pay at the employee's base rate.
- (b) This provision shall not apply when the employee has been absent from work and fails before returning to work, to notify the Company of the employee's intention to return to work; or if the employee has not notified the Company of the correct telephone number; or the employee has no telephone.

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM - OTHER JOINT PROGRAMS OR COMMITTEES

- 15.12 Employees who serve in respect of committees of these kinds shall be paid travel expense as in Article 16.12 and reasonable meal and hotel expenses and shall also be paid as follows:

- (a) If the meeting is held on the employee's working day, the employee shall receive normal pay for that day or base rate for meeting time plus travel time whichever is greater.
- (b) If the meeting is held on an employee's day off, the employee shall receive pay at the base rate for all hours attending the meeting, plus base rate for each hour of travel time.

ARTICLE 16 - OVERTIME, CALLOUT AND TRANSPORTATION

OVERTIME

16.01 All overtime hours worked by an employee shall be paid at two (2) times the employee's base rate. Except as otherwise herein provided, any premiums the employee may be entitled to during the overtime will not be compounded in the overtime rate calculation but simply added onto the overtime rate if applicable.

OVERTIME WORK

- 16.02 (a) The Company shall determine the need for overtime and shall make a sincere effort to keep such overtime to a minimum. Overtime may be refused by an employee, except in an emergency, or when the employee is scheduled to work on a public holiday.
- (b) The Company will attempt to equitably distribute work requiring overtime among employees who normally perform that type of work.
- (c) Under normal circumstances, the Company will not offer overtime where an employee would not have ten (10) hours rest prior to the next shift.
- (d) In areas where the Company maintains a log of hours of overtime worked by each employee, copies of overtime logs shall be forwarded to the Union on a monthly basis.

OVERTIME PAYMENTS

16.03 Overtime shall be paid for:

- (a) All hours worked by an employee in excess of the employee's normal day's hours.
- (b) (i) Except when Article 16.03(c) is applicable, those normally scheduled for ten (10) hours a day (dayshift), Monday through Thursday or Tuesday through Friday will receive overtime rates for all hours in excess of forty (40) hours per week.

- (ii) Except when Article 16.03(c) is applicable, all hours in excess of eighty (80) hours in two (2) weeks, worked by those employees on the 50/30 shift schedule or 12 hour dayshift employees on 5, 5, 4 schedule.
- (c) All employees transitioning between shift schedules (i.e.: moving from ten (10) hour to twelve (12) hour shift schedule) will be paid overtime rates for all hours in excess of two hundred and forty (240) hours in the six (6) week period in which the transition occurs. The intent of this article is not to schedule employees for extended periods of consecutive shifts.
- (d)
 - (i) All employees who normally work the twelve (12) hour shift schedule referred to as the 5, 5, 4, will be paid overtime rates for all hours in excess of three hundred and twenty (320) in eight (8) weeks.
 - (ii) Overtime hours worked as a result of the twelve (12) hour rotating shifts (5, 5, 4) will be paid out at the rate of four (4) hours bi-weekly on the last working shift of each pay period. Any unpaid leave, except layoff, will result in the overtime hours being reduced in the pay period the unpaid leave was incurred. If an employee takes vacation or otherwise does not work (e.g. exchange or alter) for the entire bi-weekly period, the employee will not be paid for overtime hours as a result of the twelve (12) hour rotating shifts for that bi-weekly pay period. If an employee takes vacation but works two (2) or more shifts in the bi-weekly pay period, they will be paid for four (4) hours of overtime as a result of the twelve (12) hour rotating shifts. If an employee takes vacation but works only one (1) shift in the bi-weekly pay period, the employee will be paid for two (2) hours of overtime as a result of the twelve (12) hour rotating shifts.
- (e) All hours in excess of the reduced hours in a work week containing a public holiday. In any week in which a public holiday falls, the regular workweek hours will be reduced by eight (8) hours for each public holiday in the workweek.
- (f) All hours worked by employees on their scheduled days off in a work week. Employees will not be paid overtime until they have worked hours equivalent to their regularly scheduled hours in a week.
- (g) All hours worked by an employee on a public holiday.
- (h) Time spent by an employee on ambulance driver training and on fire training will be deemed to be hours worked, provided that the first five (5) hours per calendar year, non-cumulative, spent by an employee on fire training outside of the employee's regular work schedule will be paid at base rate.
- (i) An employee who takes a course which has been made available by the Company shall be paid for the time spent on such course in the same manner as any other hours worked, provided such course results in some direct benefit or advantage

to the Company or causes the employee to be a more efficient employee in relation to the work which the employee performs. Courses made available by the Company which involve only cultural enrichment of the employee or involve matters unrelated to the work which the employee performs, shall not be treated as hours worked. The Company may reschedule an employee on proper notice for such courses provided the employee does not lose hours of work.

OVERTIME MEALS

- 16.04 The Company will continue to supply a hot T.V. dinner and beverage as soon as reasonably practical to all employees working unscheduled overtime beyond two (2) hours and before three (3) hours after overtime starts. The Company will supply additional lunches at four (4) hour intervals if the employee continues to work the unscheduled overtime. Lunches will not be provided for scheduled overtime work.
- 16.05 If the overtime work is near completion when it is time for a meal, the employee may elect to have a meal prepared or may request the supervisor to put in a meal claim for the equivalent of one-half (½) hour pay at the employee's overtime rate and continue to work and leave when the job is completed. This election must be made known to the supervisor prior to the preparation of the meal.

CALLOUT

- 16.06 (a) When an employee is called out to work when off duty and reports to work, the employee shall receive overtime for the time actually worked or six (6) hours at base rate, whichever is greater.
- (b) Where an employee is contacted at home by a supervisor and is required to perform a specific requested task over the phone (i.e. Troubleshooting), the employee shall receive overtime for the time actually worked or two (2) hours at base rate, whichever is greater. It is understood that this payment shall not apply to a basic request, notification or follow-up question (i.e. location of misplaced equipment.)

Should the employee be unable to perform the task over the phone and is required to come to work to complete the task, the above payment shall not apply. Similarly, if the employee receives several calls within the hour, an additional payment shall not apply.

- 16.07 The six (6) hour minimum at base rate does not apply when the work continues into the employee's regular work shift.
- 16.08 An employee who completes the work which necessitated the callout, or other emergency work prior to working the minimum guaranteed time, may leave and receive the minimum six (6) hours pay at base rate.

- 16.09 (a) Where an employee is called out to work, or remains at work upon completion of the employee's regular shift, that employee shall, with the supervisor's approval, which approval shall not be unreasonably withheld, be entitled to a minimum of ten (10) hours rest upon completion of the work necessitating the overtime, provided such work is completed prior to the commencement of the employee's regular shift. An employee may request to extend the ten-hour (10) rest period up to twelve (12) hours by taking up to two (2) hours of unpaid leave.
- (b) The rest period will commence at the time the employee leaves the plant. If as a result of this rest period the employee misses any of a regular shift, the employee shall be paid for those hours missed at base rate. Payment will not be made if the employee fails to report for work on the regular shift at the time the ten (10) hour rest period ends.
- (c) Employees who have worked fourteen (14) or more consecutive hours will be entitled to ten (10) hours of rest upon leaving the plant. If this causes employees to miss hours of their regular shift, they shall be paid for those hours missed at base rate. Employees may request to extend the ten (10) hour rest period up to twelve (12) hours by taking up to two (2) hours of unpaid leave.
- (d) (i) Employees who are called out and report to work within three (3) hours of the start of their regular shift will be paid at overtime rates for time worked before their regular shift and will generally be required to complete their regular scheduled shift.
- (ii) In the event an employee is called out and reports to work more than three (3) hours prior to the start of their regular scheduled shift and completes the assigned work prior to the start of the employee's regular scheduled shift, the employee will be entitled to a minimum of ten (10) hours rest upon completion of the work and be paid as per 16.09(b).
- (iii) Employees who are called out and report to work more than three (3) hours prior to the start of their regular scheduled shift and do not complete the assigned work by the start of their regular scheduled shift will be entitled to go home and shall be excused from the remainder of their shift, and shall be paid at base rate for all hours of their regular shift missed.

TRANSPORTATION

- 16.10 When an employee is assigned, during a regular shift, to work unscheduled overtime immediately following that shift and no transportation is available, the Company shall furnish transportation to the employee's residence upon completion of the unscheduled overtime.
- 16.11 A transportation allowance of thirty-five (\$35.00) dollars will be paid to employees who are called out as provided in Article 16.06.

16.12 Employees authorized to use their own vehicle for Company business at the request of the Company shall be paid at the current Company cents per kilometer rate.

ARTICLE 17 - TERM OF AGREEMENT

EFFECTIVE DATE

17.01 This agreement shall be effective for three (3) years with an expiry date of May 31, 2026.

NOTICE TO TERMINATE OR REVISE AGREEMENT

17.02 Either party to this collective bargaining agreement, may, not less than thirty (30) days or more than sixty (60) days before the expiring date of the Agreement, give notice in writing to the other party to terminate the Agreement, or to negotiate a revision of the Agreement and where a notice is given, the parties shall forthwith bargain collectively with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement. The parties may mutually agree to negotiate revisions to the agreement up to one hundred and twenty (120) days prior to the expiry date.

APPENDIX A

APPRENTICESHIP PROGRAM

PURPOSE AND PHILOSOPHY

- A.01 (a) The Company recognizes the necessity of developing fully qualified tradespersons in trades considered necessary to the Company. Employees who have requested to transfer must have written the Company's designated aptitude test and reached the minimum standard in all dimensions for the trade they wish to apprentice. Employees who have been selected will be required to enter a formal apprenticeship agreement with the Company and the applicable provincial government. The success of the apprenticeship program will require the active participation of the Company, the Union and the employee. Apprenticeships will be awarded to the employee who has the most general seniority.

The Company's designated aptitude test will be used solely for the purposes of the Apprenticeship Program. The Company will discuss changes to the aptitude test with the Union prior to implementation.

- (b) Apprentices will not be reduced to less than seven (7) credits at entry-level.

- A.02 An employee will only be allowed to enter the apprenticeship program to learn one (1) trade. Employees who possess a provincial or inter-provincial certificate of Journeyperson status in a trade utilized at Nutrien Rocanville will not be permitted to enter the Apprenticeship Program.
- A.03 The number of apprentices required for each, or any trade, and the number of apprentices at any level within any trade shall be determined by the Company.

TRADES TRAINING OFF-SITE

- A.04 The Company will schedule the necessary leave of absence for apprenticeship training as required at recognized technical institutes. The Company will pay a straight time wage for hours in attendance at classroom. Attendance sheets must be completed and signed by the instructor. Any time missed from the classroom will not be paid.
- A.05 There will be no wages paid for any trades training period being repeated due to failure of the employee to previously pass that level of trades training or any trades training required by the Apprenticeship Branch due to failure of journeyperson exams.
- A.06 Each apprentice will receive forty-five (\$45.00) dollars per diem per day of attendance at apprenticeship school to a maximum of two hundred and twenty-five (\$225.00) dollars per week, to be paid on the regular pay cheque.
- A.07 The Company will cover the cost of the required Apprenticeship Service Fee as set out under the Apprenticeship and Trades Certification Branch in Saskatchewan and Manitoba.

REMOVAL FROM PROGRAM

A.08

- (a) Any apprentice, who fails a required training course more than once on any one level, may be removed from the program. The Company will discuss with the Union any planned removal. An apprentice who is being removed from the program under this Article will move back to their previous position in the Bargaining Unit, not necessarily the same crew.
- (b) Any apprentice who is requesting to be removed from the program will be discussed with the Union. The apprentice will be returned to a vacant position within their qualifications and will be ineligible to apply for future apprenticeships.
- (c) Apprentices who fail to attend apprenticeship training as scheduled in A.04 will be removed from the program unless there is extenuating circumstances following discussion with the Union.

PAY FOR EXAMS

- A.09 Time spent taking any examinations required under the program will be paid for at base rate, provided such examinations are passed. The Company will refund the cost of examination or license fees for employees who obtain or renew trade tickets.

APPRENTICE

- A.10 Apprentices scheduled to attend trades training during a layoff will not be laid off for the period of time school is attended.

APPENDIX B

EDUCATIONAL ASSISTANCE PROGRAM

PURPOSE AND PHILOSOPHY

B.01 The division has instituted a “Tuition Refund Program” to encourage employees to increase their effectiveness in relation to their present position and enhance their potential for assuming different or greater responsibilities within the Company by voluntarily participating in educational and training programs outside of regular working hours.

BENEFITS

B.02 Upon satisfactory completion of an approved course, the employee will be eligible for a refund of one hundred (100%) percent of tuition and/or the enrolment fee, plus approved expenses such as books and services pertaining to the course.

ELIGIBILITY

- B.03
- (1) All regular employees are eligible. Consideration may be given to new employees who are enrolled in a course prior to employment.
 - (2) To be eligible, the employee must have the approval of management prior to enrolment in the course. Proper authorization forms can be obtained from the Human Resources Department.
 - (3) The course must be conducted by a college, university, high school, business school, or technical school, which is in good standing or a recognized correspondence course. The institution selected should be the one that offers the most meaningful degree or certificate available for the time and money to be invested.
 - (4) The course or degree program selected must relate to the employee’s job or potential within the Company. Courses involving hobbies, or other general subjects not related to the employee’s work, or courses given at a time which would interfere with an employee’s normal work schedule, are not eligible for refund, unless otherwise agreed.
 - (5) The participant must obtain and retain to the end of the course, the appropriate receipts for fees paid and approved expenses incurred. The receipts should indicate the name of the school, the amount paid, the date, the name and signature of the person who accepted the fees and the course designation. Cost of supplies, non-educational fees, such as transportation, etc., instalment service charges, tutoring, typing, etc., will not be considered for refund.
 - (6) The participant must obtain documents certifying successful completion.

APPENDIX C

SUMMARY OF BENEFIT PLANS

- C.01 The following is a summary of the benefit plans. The official policy for each plan states the exact terms and conditions of the plan and will be the governing factor whenever a question arises, provided such policies shall not be changed to reduce benefits in any way during the life of the agreement.

Any misuse or abuse of the foregoing benefits may result in termination of employment.

The cost of the benefit plan is paid for by the Company (subject to individual Flex Benefit elections) except for the pension plan, optional insurance and long term disability. The pension plan is shared equally between the employee and the Company. The employee is responsible for the premiums for the optional plans. The employee pays seventy (70%) percent of the cost of the long term disability premiums associated with Flex Plan Option 1.

All full-time employees are covered by the employer paid plans from the first day of active employment. Eligible dependents are covered under the Supplementary Hospital, Medical, Dental and Vision Care Plans.

Temporary employees hired under the provisions of Article 6.10 are covered under the following benefit plans effective date of hire: Basic Life Insurance and Accidental Death and Dismemberment Insurance (2 x annual pay); Medical including Vision Care (same as Flex Option 3); Dental (same as Flex Option 4); and Paid Disability Leave of Absence (as per Appendix C.04(b)).

- C.02 **“NUTRIEN FLEX”** Flexible benefits plan will allow employees to choose the type of benefits and level of each benefit within the scope of the plan. The plan will cover Medical and Vision Care, Dental Plan, Life Insurance, Accidental Death & Dismemberment and Long Term Disability.

C.03 **RETIREMENT PLAN**

- (a) **Eligibility** - All fulltime, permanent, hourly rated employees commencing with the first day of employment.
- (b) **Cost** - Eligible employees contribute five and one-half (5.5%) percent of their basic pay, matched by the Company. Effective January 1, 2020, eligible employees will contribute five and three-quarters (5.75%) per cent of their basic pay, matched by the Company.
- (c) **Benefit** - The money purchase pension plan provides the amount of pension that can be purchased at retirement by the employee’s contributions and PCS Inc.’s contributions and all interest earned. Basic pay includes all vacation payments received by employees at the time of termination or retirement.

- (d) **Pension Contribution Option** - The parties agree that employees who are laid off as a result of an inventory correction will have the option of making a contribution to the PCS Pension Plan at a rate of five and one-half (5.5%) percent (effective January 1, 2020, five and three-quarters (5.75%) percent) of their base wage rate. These contributions in turn, will be matched by the Company for a maximum of eight hundred (800) hours of layoff in any calendar year. These contributions will be made after the employee returns from the layoff and they will have the option of making monthly instalments through payroll deduction over a maximum of six (6) calendar months following their return to work.

C.04 (a) **PERSONAL DISABILITY PLANS**

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

(b) **PAID DISABILITY LEAVE OF ABSENCE (SICK LEAVE)**

Eligibility & Benefit:

Employees will receive their credit for leave of absence hours (sick leave) accumulative on a monthly basis, starting at the end of the first complete month of service of an employee.

Employees, excepting those on personal leave of absence under Article 6, on layoff, on Long Term Disability, on Workers' Compensation for thirty (30) days or more, will receive their credit for leave of absence hours (sick leave) accumulative on a monthly basis, starting at the end of the first complete month of service of an employee.

All employees will receive five (5) hours per month up to a total of sixty (60) hours per year. Employees with more than one (1) year of service on December 1st, will receive nine (9) hours to a total of sixty-four (64) hours per year.

The amount paid will be based upon the employee's base rate at the time the disability occurs.

Paid personal disability hours are for personal disability and serious illness of an employee's spouse or child, parents, stepparents and siblings of the employee or spouse.

A medical certificate may be requested before payment is made.

In addition, the employees may use some of this leave of absence with pay for their wedding or a wedding in their immediate family.

Upon reaching one hundred and twenty (120) hours in a calendar year, employees with less than fifteen (15) years of cumulative service may use up to a maximum of two (2) shifts per calendar year sick leave for personal leave.

An employee's accumulated paid personal disability hours will be paid out at the time of retirement or death and such payout will be at the employee's current base rate.

SPECIAL VACATION

Special Vacation hours currently held by employees can be retained and used in accordance with established practice.

(c) SHORT-TERM DISABILITY

Eligibility:

- all fulltime, hourly rated employees commencing with the first day of employment.

Benefit:

- benefit is payable 1st day if due to accident and/or hospitalized, and 5th day if due to illness. Maximum duration of seventeen (17) weeks.
- seventy (70%) percent of basic weekly earnings.
- is fixed at the level of benefits the employee was eligible for at the time of disability.
- medical verification will be required in order to receive this benefit.

C.05 PAYMENT OF BENEFIT PREMIUMS WHILE ON LEAVE OF ABSENCE:

- (a) On approved Leave of Absence (other than L.T.D., S.T.D., or W.C.B.) premiums will be paid as selected by Flex Enrollment to end of the month that the leave started (twenty-eight (28) days maximum), and the employee has the option of paying the entire premium for duration of the leave (maximum of eleven (11) months).
- (b) Receiving L.T.D. or W.C.B. benefits; premiums are waived for L.T.D. Basic Life, Optional Life and A.D.& D. The Company will pay premiums for medical and dental.

C.06 DISABILITY AND W.C.B.

- (a) Where an employee is appealing a W.C.B. ruling, the employee may request to have their claim adjudicated by the Company's disability adjudicator.
- (b) If the disability claim is approved by the Company's disability adjudicator, the employee will be required to sign a reimbursement agreement allowing W.C.B. to repay to the Company directly:
 - (i) the net amount of income replacement received; and
 - (ii) the amount equal to contributions made by the Company to the pension plan.

Such repayment shall be required in the event W.C.B. accepts the employee's appeal. In the event W.C.B. pays the employee directly, the employee shall be responsible for repaying the Company for the amounts above.

- (c) If an approved disability claim transfers from short-term disability to long-term disability, the employee will be required to also sign an agreement to repay the disability insurer for the portion for long-term disability benefits in the event W.C.B. accepts the employee's appeal.

APPENDIX D

SUPPLEMENTAL FLEX CREDIT ACCOUNT

The Company will contribute 2.3% of employee's basic hourly rate to a Supplemental Flex Credit Account. All permanent hourly employees are eligible.

Benefit

- 2.3% of base hourly wage.
- Account credited at the end of each month of active employment including short-term disability, vacation, and union leave.
- In the case of a layoff, the benefits will continue for three (3) full months following the month in which the employee was laid off.

APPENDIX E

LETTER OF UNDERSTANDING

Between

NUTRIEN, ROCANVILLE POTASH (“Company”)

And

**UNITED STEELWORKERS, LOCAL 7916
 (“USW”)**

WHEREAS the Company has proposed to USW the implementation of the Exposure Based Accident Prevention Process known as “STAR” (Safety Together at Rocanville) as a means to prevent accidents on site; and the USW is prepared to accept the implementation of the said program, but within certain guidelines as agreed to between the parties; the implementation and application of the STAR program;

IT IS HEREBY AGREED:

A. That the following principles will govern the application of STAR:

1. The intention of the said program (STAR) is not to identify employees for disciplinary purposes.
2. The proceedings and minutes of STAR as an organization shall be made available to the USW, O.H. & S. and any employees requiring a copy.
3. All orientation and training of the Facilitator(s) or employees on the Steering Committee or any employee receiving training in the Exposure Based Accident Prevention Process outside of the Province of Saskatchewan shall be paid as per Article 8.05(c). Any training in the Province of Saskatchewan that constitutes overtime shall be paid as outlined in the CBA.
4. Participation in the STAR program is not a minimum qualification.
5. Effective August 23, 2012 the number of STAR Facilitators will increase to two (2).
6. Management will ensure that at least one (1) of the General Foremen or designate, from surface or underground, attend the STAR Committee meeting on a monthly basis for a minimum of one (1) hour at an agree upon time.
7. There shall be one (1) Director from the Union attending the monthly STAR Steering Committee meetings.

8. Observations as outlined in the STAR process will be done exclusively by the hourly employees on the hourly employees only.

B. Facilitator(s) Selection and Guidelines

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

1. Performance Dimensions for the hourly STAR Facilitator(s) will be evaluated on personal characteristics, abilities, knowledge, and skills. All applicants will be evaluated by the BST assessment tool and the guidelines set by the Selection Committee. The Selection Committee will consist of three (3) USW appointed members and three (3) management members.
2. The applicant(s) deemed most qualified for the position of STAR Facilitator(s) (as determined by the Selection Committee) shall be awarded the position. If the most qualified candidates are deemed equally qualified by the Selection Committee the most senior employee(s) will be awarded the position. Upon selection of the successful candidate(s) the Company agrees to provide the necessary training required to perform the job. The successful candidate(s) must be approved by a majority vote from both parties of the Selection Committee.
3. The Facilitator(s) shall be entitled to be paid at the top rate in the Collective Bargaining Agreement; plus an additional amount equivalent to the premiums that are paid to journeypersons as per Article 15.04.
4. The STAR Facilitator(s) shall be eligible for any collective agreement increases negotiated between the Company and the Union. Wage rate shall not be a determinant in the selection of the final candidate.
5. (a) The Facilitator(s) shall accrue, seniority in the department in which he/she worked prior to the appointment as Facilitator.

(b) Once a Facilitator has left that position, he/she will return to the original department. He/she will return to displace the junior employee on the crew in the department the employee left prior to becoming a Facilitator. The junior employee would then fill a vacancy as per Article 10 in the CBA.
6. The STAR Facilitator(s) shall report directly to the Safety Manager or designate, and shall work Day Shift (*Monday to Thursday*).
7. Subject to the terms and conditions below, the STAR Facilitator(s) will work on a three (3) year term, one which shall end on October 1st at the expiry of the three (3) year term and the other ending on April 1st at the expiry of the three (3) year term. Should there not be a suitable applicant for the position of Facilitator(s), the current

employee(s) holding the position may continue for one (1) additional year. Should there be other candidates the selection committee shall then choose the candidate they deem appropriate to fill the position.

8. The STAR Facilitator(s) will receive a performance review immediately following three (3) months in the role. The STAR Facilitator(s) will receive another performance review one (1) year immediately following twelve (12) months in the role. The format of the reviews will be established by the Safety Manager or designate and Directors of the union, in consultation with the Steering Committee and executed by the Safety Manager or designate.
9. Upon replacement of the current Facilitator(s), the Union and the Company agree that the former Facilitator(s) shall stay on for an additional two (2) months assisting the new Facilitator(s).
10. If the STAR Facilitator(s) wishes to leave their position, then they shall give two (2) weeks' written notice to the Company; and they shall be entitled to return to their previous department in accordance with the provisions in subparagraph 5(b) above. If the Company removes a Facilitator from their position for reasons of performance, then the Facilitator shall have the right to return to their department in accordance with subparagraph 5(b) above. However, this decision of the Company can be the subject of a grievance.
11. If required to work during vacation-maintenance shutdown or layoff periods, no person shall be eligible to bump the Facilitator(s). If not required to work, the incumbent shall be eligible to exercise recall rights as per the CBA.
12. If a Facilitator is removed from, or leaves their position, the Company will provide the necessary training for the new person moving into the job, with the assistance of the departing Facilitator, if possible.
13. If a selected Facilitator does not meet the desired results of the hourly driven STAR program, the Steering Committee, Safety Manager and USW Directors upon mutual agreement will remove the Facilitator from their position and return to their department as outlined in subparagraph 5 (b).
14. The Facilitator(s)' duties shall include a minimum of six (6) extra shifts on days or nights, other than the regular Monday to Thursday shift. These extra shifts will be paid as overtime rates as outlined in the CBA.

C. Selection of Committees & Obligations

The selection of the members of any of the Committees created under the STAR program, including the Steering Committee, shall be the subject of discussions involving the Company, the USW and the Facilitator(s). The members of the said Committees shall be chosen by a consensus of these three parties.

1. It is understood that this Letter of Understanding will be applicable for the term of the current collective agreement, and all provisions herein shall be assessed as part of the subsequent collective bargaining process.
2. During the term of this Letter of Understanding the parties agree to address in good faith any problems that are identified by the USW with respect to the contents, rules and application to STAR.
3. The agreement of the USW with respect to this Letter of Understanding shall not be construed as any relinquishment of its right to assert its representation rights on behalf of the employees, including (without limiting to), the right to rely upon just cause protections.
4. Any contravention of the rights or obligations under this Letter of Understanding shall be subject to the grievance process. In the event that either party fails to comply with the said rights and obligations, the other party shall be entitled to give one month's notice of its intention to no longer participate.

APPENDIX F - MISCELLANEOUS LETTERS OF AGREEMENT

LETTER OF AGREEMENT #1
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

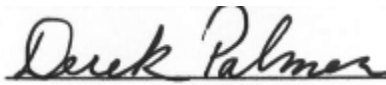
Re: Article 7.07 – Annual Vacations

All vacation may be taken in accordance with the established practice for Special Vacation.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #2
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

Re: Rotation of Mill Day Crew on Shift

This letter will confirm that volunteers will be first sought to cover absences on the Mill Production crews as needed.

The Parties agree that should the volunteer system fail or become difficult to administer, the Company may implement the following to ensure adequate coverage for absences in Mill Production.

Day Crew will cover absences on the Mill Production crews on a rotational basis regardless of seniority. Future additions to the Day Crew will be incorporated into the rotation where the vacancy exists.


The following conditions will apply:

- Each rotation of shift coverage will not exceed 60 calendar days, *and will terminate at the end of the pay period prior to the completion of the 60th day.*
- If coverage exceeds *the above*, the next employee on rotation will cover the shift.
- The rotation will not be applied during Inventory Adjustment Periods and Maintenance/Vacation Shutdowns.

This agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #3
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

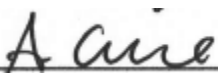
Re: Training of Senior Employees

This is to confirm the Company's intentions as discussed at Negotiations.

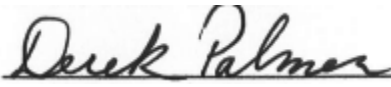
In filling training opportunities, the senior employee on the crew who is otherwise qualified to do the work, will be given first consideration where lack of such training would result in a junior employee being retained during a layoff. The training referred to herein is for the purpose of acquiring a specific skill required by the employee to perform the duties of the job.

This provision will not apply to circumstances such as mine rescue and surface emergency response training.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash




Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #4
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

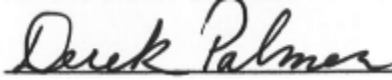
Re: Employment Insurance Rate Reduction

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 goes towards the costs of the Short Term Disability Plan which is paid entirely by the Company.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #5
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

Re: Pay for Beneficiary


In the event of a workplace fatality and upon a written request from the local President or Financial Secretary, the Company agrees to deduct one (1) hour's pay at each individual employee's base rate from active employees in the bargaining unit.

The deduction will be taken in the first pay period of the month following the formal request by the Union. If there is insufficient time between the notice and the first pay period following the fatality, the deduction will be taken in the next pay period.

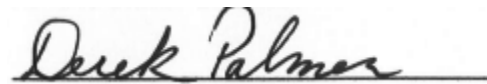
The sum of money deducted will be submitted to the local Union for presentation to the employee's named beneficiary as designated in the flex benefit plan based on the basic life insurance benefit.

This shall further apply for any union employee workplace fatality at Cory, Patience Lake, Lanigan, Allan, Vanscoy and Mosaic Potash Mines.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #6
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

Re: Transfer in the Event of Permanent Downsizing

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

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 Division that has this language. Such employees shall indicate their interest for the vacancy by applying directly to the Division with the vacancy. Factors regarding the awarding of the position are:

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

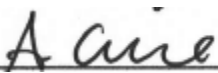
Where Qualifications and Overall Performance History are relatively equal, length of service shall be given preference. If there are no suitable candidates based on the criteria above, the Company may fill the vacancy from outside the bargaining unit.

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

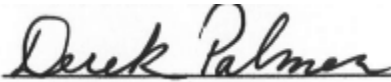
- Recognition of years of continuous service with Nutrien for the purposes of vacation;
- Recognition of years of continuous service for the purposes of retirement eligibility;
- No pre-employment drug and alcohol testing;
- Employee's personnel file will be transferred from their previous Nutrien Division;
- 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 Division 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. In any event, the decision of hiring or not hiring an employee on recall from another Nutrien Saskatchewan Potash Division is at the sole discretion of the Company.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #7
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

Re: Dispute Resolution Process

In conjunction with the Grievance Process outlined in Article 12.02 of the Collective Agreement, the Parties will set up a Dispute Resolution Team to better facilitate the timely investigation of disputes or subsequent grievances and make a concerted attempt to resolve issues.

The Company will select a team of up to 5 people from the management group for this team. These people will act as counterparts to the USW Directors or their designates. The team will represent the following groups:

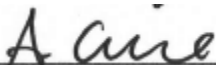
- Mill Operations
- Mill Maintenance (includes Mill Electrical/Instrumentation)
- Mine Operations
- Mine Maintenance (includes Mine Electrical & Shaft)
- Human Resources

Each member of this team will work with a Director, or their designate, to investigate issues and provide recommendations or resolutions before and during the grievance process. The Dispute Resolution meeting shall take place within fourteen (14) calendar days following the incident, unless extended by mutual agreement. Any disputes or subsequent grievances resolved through this process shall be without prejudice or precedent. The objective is to deal with issues before they result in grievances.

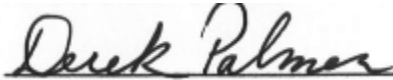
The Company shall communicate the importance of this process to its management staff.

Failure to hold the meeting within the above timeline shall result in the matter being automatically advanced to the next step of the Grievance Procedure as outlined in Article 12.

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



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

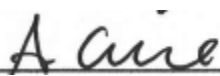
LETTER OF AGREEMENT #8
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

Re: Labour Relations


The Company and USW Local 7916 agree that a strong employee and labour relations environment is a major factor in a safe and successful business. The Company and the Union agree to the following terms:

- The Union President will accumulate departmental seniority from the department he/she is presently in.
- The Union President will work the Monday to Thursday day shift schedule.
- The Union President will not be counted as filling a vacancy for the Monday to Thursday day shift schedule in any department.
- The Union President will be paid top rate of the collective agreement and will not be paid overtime for Union work.
- When the Union President's term expires, he/she will return to their previous position, which will have been considered a temporary vacancy for the period of their absence. The person with the least seniority in that department will be returned to their previous position.

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

Letter of Agreement #9
between
Potash Corporation of Saskatchewan Inc., Rocanville Division
and
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union
(United Steelworkers) Local 7916

The parties agree that the Individual Wage Security Account as set up between the Potash Corporation of Saskatchewan Inc., Rocanville Division and the United Steelworkers, Local 7916, shall be closed out.

Payment Resulting From The Closing of the IWSA Account – Active Employees

The monies owing to the individuals currently active with the Company will be paid out to the respective employees who have money held in the account as per the record as held by the Company as of December 14, 2024.

Payment Resulting From The Closing Of The IWSA Account- Long Term Inactive Employees

The monies owing to the individuals currently long term inactive with the Company will be paid out to the respective employees who have money held in the account as per the record as held by the Company, provided the employees have updated their current banking information with the Company prior to January 16, 2025. After this date, the money will be paid to the union in trust to be paid out to individuals.

Payment Resulting From The Closing Of The IWSA Account-- Terminated (Retired) Employees

The monies owing to the Individuals who have been terminated (including retirees) who are inactive with the Company will be paid out to the respective individuals who have money held in the account as per the record as held by the Company, provided the employees have updated their current banking information with the Company prior to January 16, 2025 this date, the money will be paid to the union in trust to be paid out to Individuals.

Payment of Excess Banked Sick Time Going Forward

Effective January 1, 2025 sick time in excess of one hundred and twenty (120) hours, shall be paid out to the employee on a monthly basis.

Employees that are temporarily inactive due to layoff or disability at the time of payment, will not be paid out at their excess sick time money until such time as they become active.

Employees that are inactive due to disability with no foreseeable return to work may request the payout of their excess banked sick time with written notice.

Final Settlement outside of these parameters may be made upon written request of the Individual and agreement by the Company.

Deductions

Deductions are not made on the payment resulting from the closeout of the IWSA. Following the closeout of the IWSA, any payment from the Employee's banked sick time will be net of any deductions such as income tax, C.P.P., etc. which must be made by reason of any Federal, Provincial or Municipal law or regulation from pay at source. PCS Inc., Rocanville Division shall have the right to make such deductions and pay only the balance to the Employee's account.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #10
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916


Arbitrator Draw

The parties agree to utilize the following arbitrator list for the purposes of Article 12.09 which shall take precedence over the list of arbitrators currently in the collective Agreement. The parties agree that arbitrator selection will still be conducted as per 12.09 (a) and 12.09 (b).

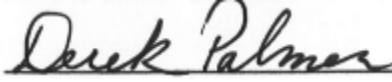
1. Anne M Wallace
2. Scott Walsworth
3. Jeff Palamar
4. Keith LaBossiere
5. Dan Shapiro

The parties agree to remove Beth Bilson, Brian Kenny and Dan Ish from the arbitrator rotation.

This LOU will terminate on May 31, 2026, or until a new collective agreement is signed.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash




Derek Palmer
President
United Steelworkers, Local 7916

LETTER OF AGREEMENT #11
Between
NUTRIEN, ROCANVILLE POTASH
And
UNITED STEELWORKERS, LOCAL 7916

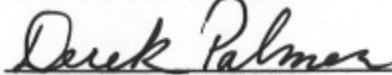
Job Sharing:

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

This Letter of Agreement will expire on May 31, 2026.



Amanda Currie
Sr. Manager, HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

The Parties to the Agreement hereby agree to the following Letter of Understanding

Letter of Agreement #12

Between

Potash Corporation of Saskatchewan Inc.

(hereinafter referred to as Nutrien)

And

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service
Workers International Union (United Steelworkers) on behalf of Local 7916**

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 supersedes any conflicting provisions in any of the respective Collective Bargaining Agreements.

ELIGIBILITY

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

TOP-UP

- (a) 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.
- (b) The SUB allowance will not result in the Employee's earnings exceeding one-hundred percent (100%) of the Employee's regular base wage earnings.
- (c) In order to obtain the SUB allowance, employees must provide the HR Solution Center (HRSC) with confirmation of any EI benefits from the Federal government. The employee is responsible for advising Nutrien of changes in the total weekly gross benefits amount.

- (d) 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.
- (e) Statements should be emailed directly to the HRSC Leave Administration team for payment on the following payroll deposit (hrsc@nutrien.com).
- (f) Payments made under the plan will be subject to normal withholdings.


BENEFIT PREMIUMS

- (a) 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.
- (b) Employees electing to waive their benefit coverage will have their coverage re-instated when their leave has expired.
- (c) Employees continuing coverage will be responsible for paying any employee-paid portion of premiums that they normally would have paid during the leave. Employees are responsible for making arrangements with human resources to do so before their leave commences. Typically, the employee will need to pay for premiums for the current calendar year only. The employee would be responsible for paying the accrued premiums for the following calendar year, upon return to work.

This LOU will terminate on May 31, 2026, or until a new collective agreement is signed.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

The Parties to the Agreement hereby agree to the following Letter of Understanding

Letter of Agreement #13

Between

Potash Corporation of Saskatchewan Inc.

(hereinafter referred to as Nutrien)

And

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) on behalf of Local 7916

Due to the current high cost of the non-taxable (employee paid) LTD premium, Nutrien is prepared to offer a temporary increase to the Company's share of premiums to offset the cost for employees. This letter supersedes the provisions of Appendix C effective January 1, 2025 until it expires.

APPENDIX C

SUMMARY OF BENEFIT PLANS

C.01 The following is a summary of the benefit plans. The official policy for each plan states the exact terms and conditions of the plan and will be the governing factor whenever a question arises, provided such policies shall not be changed to reduce benefits in any way during the life of the agreement.


Any misuse or abuse of the foregoing benefits may result in termination of employment.

The cost of the benefit plan is paid for by the Company (subject to individual Flex Benefit elections) except for the pension plan, optional insurance and long term disability. The pension plan is shared equally between the employee and the Company. The employee is responsible for the premiums for the optional plans. The Company pays one hundred (100%) percent of the cost of the long term disability premiums associated with Flex Plan Option 1.

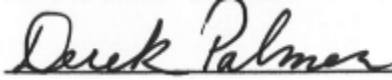
All full-time employees are covered by the employer paid plans from the first day of active employment. Eligible dependents are covered under the Supplementary Hospital, Medical, Dental and Vision Care Plans.

Temporary employees hired under the provisions of Article 6.10 are covered under the following benefit plans effective date of hire: Basic Life Insurance and Accidental Death and Dismemberment Insurance (2 x annual pay); Medical including Vision Care (same as Flex Option 3); Dental (same as Flex Option 4); and Paid Disability Leave of Absence (as per Appendix C.04(b)).

This letter of understanding expires December 31, 2025.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



Derek Palmer
President
United Steelworkers, Local 7916

The Parties to the Agreement hereby agree to the following Letter of Understanding

Letter of Agreement #14

Between

Potash Corporation of Saskatchewan Inc.

(hereinafter referred to as Nutrien)

And

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) on behalf of Local 7916

Due to the current high cost of the non-taxable (employee paid) LTD premium, Nutrien is prepared to offer a temporary increase to the Company's share of premiums to offset the cost for employees. This letter coincides with a redesign of available Flex long term disability options and supersedes the provisions of Appendix C effective January 1, 2026 and for the life of this agreement.

APPENDIX C

SUMMARY OF BENEFIT PLANS

C.02 The following is a summary of the benefit plans. The official policy for each plan states the exact terms and conditions of the plan and will be the governing factor whenever a question arises, provided such policies shall not be changed to reduce benefits in any way during the life of the agreement.

Any misuse or abuse of the foregoing benefits may result in termination of employment.

The cost of the benefit plan is paid for by the Company (subject to individual Flex Benefit elections) except for the pension plan, optional insurance and long term disability. The pension plan is shared equally between the employee and the Company. The employee is responsible for the premiums for the optional plans. The employee pays forty-five (45%) percent of the cost of the long term disability premiums associated with Flex Plan Option 1.

All full-time employees are covered by the employer paid plans from the first day of active employment. Eligible dependents are covered under the Supplementary Hospital, Medical, Dental and Vision Care Plans.

Temporary employees hired under the provisions of Article 6.10 are covered under the following benefit plans effective date of hire: Basic Life Insurance and Accidental Death and Dismemberment Insurance (2 x annual pay); Medical including Vision Care (same as Flex Option 3); Dental (same as Flex Option 4); and Paid Disability Leave of Absence (as per Appendix C.04(b)).

Effective in 2026 the annual enrolment available LTD options are reduced to 4 options.

Option 1 – 55% taxable, no COLA

Option 2 – 55% non-taxable, 5% COLA

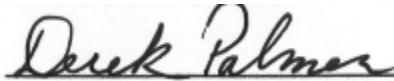
Option 3 – 65% taxable, no COLA

Option 4 – 60% non-taxable, 5% COLA

This letter of understanding expires May 31, 2026, or until a new collective agreement is signed.



Amanda Currie
Sr. Manager & HRBP
Nutrien, Rocanville Potash



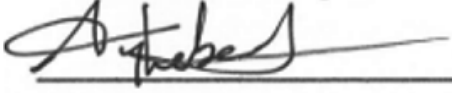
Derek Palmer
President
United Steelworkers, Local 7916

The foregoing is hereby agreed to this 5th day of December 2024.

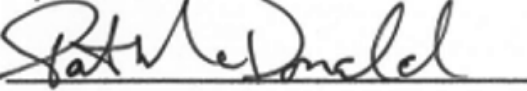
For NUTRIEN, ROCANVILLE POTASH

For UNITED STEELWORKERS, LOCAL 7916


Amanda Currie, Sr Manager & HRBP


Gina Seeraj Tylerbest, Mine General

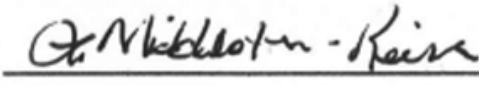
Superintendent


Pat McDonald, Mine General Superintendent


Ryan Rowan, Mine Maintenance Superintendent


Daniel Miller, Mine Ops GF

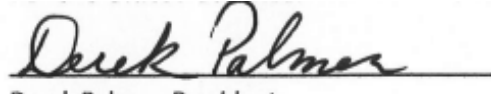

Erik Osicki, Sr. Manager, Plant Finance

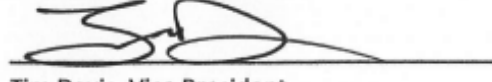

Lynn Middleton-Riess, Sr Advisor, HR

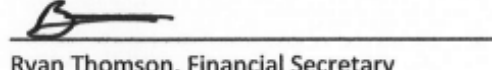

Megan Bjarnason, Sr Advisor HR

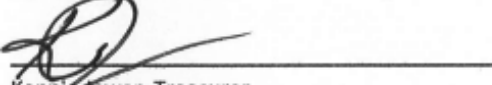

Clyde Deletsu, Mill Operations Superintendent


Dana Hanson, Director, Labour Relations

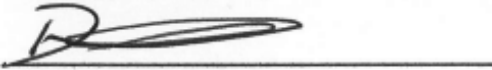

Derek Palmer, President

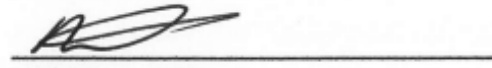

Tim Davis, Vice President

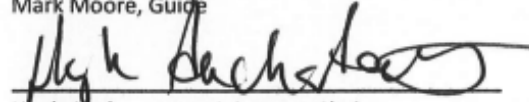

Ryan Thomson, Financial Secretary



Kennie Jewar, Treasurer


Travis Gagnon, Guard


Daryl Partridge, Guard


Mark Moore, Guide


Hugh Auchstaetter, Grievance Chair


Kurtis Naylor, Mine Shop Steward


Jeremy Wray, Staff Representative

INDEX

A	L
ABSENCES 8	LAYOFF
AFFIRMATIVE ACTION..... 36	INDEFINITE (61 OR LONGER)..... 32
AGREEMENT REVISIONS 36	SENIOR EMPLOYEES ELECTING LAYOFF 35
APPRENTICESHIP PROGRAM 49	TEMPORARY (7-60) 31
	LAYOFF AND RECALL PROCEDURE 30
B	LEAVE OF ABSENCE
BENEFIT PLANS 52	ADOPTION..... 11
BENEFITS	BEREAVEMENT..... 11
NUTRIEN FLEX..... 52	EDUCATIONAL..... 13
PAID DISABILITY 53	EMPLOYMENT WHILE ON 13
RETIREMENT PLAN..... 52	JURY DUTY 11
SHORT-TERM DISABILITY 54	MATERNITY 11
BULLETIN BOARDS 36	PALLBEARER..... 11
	PARENTAL 11
C	PERSONAL 10
CALLOUT 46	PUBLIC OFFICE 10
COMMITTEE	SUBPOENAED WITNESS 11
GRIEVANCE 27	UNION BUSINESS 12
MANAGEMENT-UNION..... 3	LETTERS OF AGREEMENT 60
NEGOTIATING 12	ANNUAL VACATIONS 60
OCCUPATIONAL HEALTH AND SAFETY..... 21	DISPUTE RESOLUTION PROCESS 67
SELECTION 57	EMPLOYMENT INSURANCE RATE REDUCTION 63
STAR..... 56	LABOUR RELATIONS..... 68
STEERING 56	PAY FOR BENEFICIARY..... 64
COMPENSABLE ACCIDENTS 22	ROTATION OF MILL DAY CREW ON SHIFT 61
CONTRACTING OUT 4	TRAINING OF SENIOR EMPLOYEES..... 62
COPIES OF AGREEMENT 36	TRANSFER IN THE EVENT OF PERMANENT DOWNSIZING
 65
D	M
DISABLED EMPLOYEES 26	MANAGEMENT RIGHTS 3
DISCIPLINE 9	MINE RESCUE..... 22
E	N
EDUCATIONAL ASSISTANCE PROGRAM..... 51	NEW EMPLOYEE INDOCTRINATION 1
EFFICIENT OPERATIONS..... 1	NO DISCRIMINATION 36
EMERGENCY RESPONSE TEAM 22	
EMERGENCY SHUTDOWN..... 30	O
ENTIRE AGREEMENT 1	OVERTIME..... 44
	MEALS 46
G	PAYMENTS 44
GRIEVANCE	P
GROUP GRIEVANCE 29	PREMIUM
UNION GRIEVANCE 29	LEAD HAND 43
GRIEVANCE PROCEDURES 27	SHIFT 43
ARBITRATION 29, 30	UNDERGROUND..... 43
STEP 1 28	WEEKEND..... 43
STEP 2 28	PROBATIONARY PERIOD 5
	PUBLIC HOLIDAYS 19

Q	
QUALIFIED	26

R	
RECALL NOTICES	34
RELIEF SUPERVISORS.....	36

S	
SAFETY	
CLOTHING ALLOWANCE.....	22
EQUIPMENT AND CLOTHING	22
MANUAL	20
SAFETY AND HEALTH	20
SCHEDULED DAYS OFF	8
SCHEDULES	
10-HOUR SHIFT SCHEDULES	6
12-HOUR SHIFT SCHEDULES	6
CREW WORK SCHEDULES	6
EMPLOYEE'S WORK SCHEDULE.....	7
SENIORITY	23
CONTINUOUS SERVICE.....	23
DEPARTMENTAL	23
GENERAL	23
LOSS OF.....	24
SENIORITY LISTS.....	24
SERVICE RECORD	10
SHIFT ALTERATIONS.....	15
SHIFT EXCHANGES	14
SHIFT STARTING TIMES.....	6
SPECIAL ASSIGNMENT EMPLOYEES	37
STAR (SAFETY TOGETHER AT ROCANVILLE)	56
SUPERVISORS AND OTHER SALARIED EMPLOYEES.....	4

T	
TECHNOLOGICAL CHANGE.....	35
TEMPORARY EMPLOYEES	14
TERM OF AGREEMENT.....	48
TOOLS	5
TRANSPORTATION	47

U	
UNION DUES	2
UNION OFFICERS AND COMMITTEES	3
UNION RECOGNITION.....	1
UNION SECURITY	2

V	
VACANCIES.....	24
VACANCY	
FILLING OF.....	25
NOTICE OF.....	25
VACATION BONUS	17
VACATIONS	16

W	
WAGE PROVISIONS.....	39
BASE RATE.....	42
JOURNEYPerson A AND B	42
WAGE SYSTEM	
BASIS OF.....	41
WORK BREAKS	8
WORKDAY	5
WORKFORCE DISCUSSIONS PRIOR TO LAYOFF	31
WORKWEEK	6

IMPORTANT CONTACT INFORMATION:

Employee and Family Assistance Program

TELUS Health / Lifeworks: **1-866-424-0712**

One-time sign up by invitation code:

- 1) Go to login.lifeworks.com or scan the QR code
- 2) Enter your Company Code: Nutrien-[your employee #]
For example, if your ID is 12345, then your code is Nutrien-12345)
- 3) Enter your Unique Code: your date of birth (YYYYMMDD)
- 4) Create your personal login credentials (email and password).



Human Resources

(Mill) 306-645-5042
(Mine) 306-645-5043

Occupational Health Nurse

(Mill) 306-645-5031
(Mine) 306-645-6131

USW Offices

(Town Office) 306-645-2892
(Site Office) 306-645-5196

Canada Life (Medical and Dental)
canadalife.com

1-800-957-9777

SunLife (Savings Plan)
[Mysunlife.ca](https://mysunlife.ca)

1-866-733-8612

HRSC
hrsc@nutrien.com

1-844-685-9395

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February

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30	31					

June						
S	M	T	W	Th	F	Sa
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29	30					

September						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

March						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September						
S	M	T	W	Th	F	Sa
6	7	1	2	3	4	5
13	14	8	9	10	11	12
20	21	15	16	17	18	19
27	28	22	23	24	25	26
		29	30			

December						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SAFETY VISION

**EVERYONE AT ROCANVILLE HAS
AN UNWAVERING COMMITMENT
TO THE SAFETY OF OUR
EMPLOYEES AND FAMILIES.**

**WE ARE DEDICATED TO
WORKING AS A TEAM TO
MINIMIZE EXPOSURE TO INJURY,
TAKE CARE OF EACH OTHER AND
GO HOME SAFE.**