

COLLECTIVE AGREEMENT BETWEEN

 **Nutrien**™

Vanscoy Potash

AND

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

United Steelworkers Local 7552



May 1, 2023 to April 30, 2026

If found, return to:

2023-2026
AGREEMENT
BY AND BETWEEN

**POTASH CORPORATION OF
SASKATCHEWAN INC.,
NUTRIEN VANS COY POTASH**

AND

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKS
INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 7552**

**EFFECTIVE
MAY 1, 2023
THROUGH
APRIL 30, 2026**

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

Table of Contents

ARTICLE 1.	PURPOSE OF AGREEMENT	2
ARTICLE 2.	EMPLOYEES COVERED BY THE AGREEMENT	2
ARTICLE 3.	UNION RECOGNITION	2
ARTICLE 4.	TERM OF AGREEMENT	5
ARTICLE 5.	MANAGEMENT RIGHTS	5
ARTICLE 6.	NO DISCRIMINATION.....	6
ARTICLE 7.	NO STRIKES OR LOCKOUTS	8
ARTICLE 8.	UNION ACTIVITIES ON COMPANY TIME.....	8
ARTICLE 9.	LEAVES OF ABSENCE FOR UNION PURPOSES.....	9
ARTICLE 10.	SAFETY	10
ARTICLE 11.	BULLETIN BOARDS	15
ARTICLE 12.	SENIORITY	15
ARTICLE 13.	PROCEDURE FOR SETTLING DISPUTES.....	28
ARTICLE 14.	WORK WEEK, HOURS OF WORK,OVERTIME	36
ARTICLE 15.	JOB POSTINGS.....	47
ARTICLE 16.	PREMIUMS	56
ARTICLE 17.	PUBLIC HOLIDAYS	58
ARTICLE 18.	VACATIONS WITH PAY	63
ARTICLE 19.	UNION SECURITY	66
ARTICLE 20.	INDENTURED APPRENTICE TRAINING.....	70

ARTICLE 21.	BENEFITS	72
ARTICLE 22.	WAGES AND TRAINING	84
ARTICLE 23.	TECHNOLOGICAL CHANGE.....	87
ARTICLE 24.	PAYDAYS	89
ARTICLE 25.	PAY FOR MEDICALS	89
ARTICLE 26	ENTIRE AGREEMENT	89
SIGNATURE PAGE.....		90
APPENDIX A.....		91
SCHEDULE A		93
APPENDIX B	PENSION	96
	Agrium Defined Benefit Pension.....	96
	Nutrien Defined Contribution (DC) Plan.....	97
APPENDIX D	NUTRIEN SAVINGS PLAN	98
APPENDIX C	LETTERS OF UNDERSTANDING.....	99
1 -	MINE RESCUE & EMERGENCY RESPONSE COMPETITION TEAM TRAINING RATES OF PAY	100
2 -	INDENTURED APPRENTICESHIP AGREEMENT	101
3 -	PREFERRED SHIFT	108
4 -	THIRD CLASS STEAM ENGINEERS.....	109
5 -	SUMMER STUDENTS.....	111
6 -	TRANSFER IN THE EVENT OF PERMANENT DOWNSIZING	114
7 -	COMPANY PAID UNION TIME	117

8 -	WELDER PRESSURE TICKET PREMIUM	119
9 -	TEMPORARY BENEFITS SUBSIDY – EMPLOYEE PAID LONG TERM DISABILITY PREMIUMS	121
10 -	NON BID CONTROL ROOM, BORER, AND DRUMCUTTER OPERATOR PREMIUM.....	125
11 -	ARBITRATOR ROTATION	126

Calendars 2025-2026

INDEX

Subject	Page	Article
Ability, Seniority	16	12.03
Absence, Leave of (Union Purposes)	9	9.01
Accidental Death and Dismemberment	72	21.01
Accommodation Advisory Committee	7	6.03
Appendix A – Cost of Living Allowances	91	App. A
Appendix B – Pension	96	App. B
Appendix C – LOU’s	99	App. C
Agreement		
Employees Covered by	2	2.01
Management Rights	5	5.01
Purpose of	2	1.01
Term of	5	4.01
Union Recognition	2	3.01
Apprentices		
General Conditions	70	20.01
Non-Ticketed Rate For	72	20.05
Pay Rates	70	20.02
School	71	20.03
Vacancies For	71	20.04
Arbitration	30	13.05
Assignment		
No Work Available	44	14.05
Of Wages	66	19.02
Special Assignments	17	12.04

Banking Of Overtime	41	14.03
Base Rates		
Schedule A	93	Sched. A
Benefits		
Accidental Death & Dismemberment	79	21.01(vi)
Bereavement Leave	83	21.03
Dental Plan	79	21.01(vii)
Group Life Insurance	78	21.01(v)
Jury Duty	83	21.04
Lay-off Benefits	82	21.02
Long Term Disability	76	21.01(iii)
Maternity Benefits	81	21.01(ix)
Medical.....	73	21.01(i)
Paramedical Coverage	80 ...	21.01(viii)
Personal Health Care Hours	77	21.01(iv)
Short Term Disability	75	21.01(ii)
Vision	74	21.01(i)
Bidding Restrictions	51	15.05
Break Times – Coffee & Lunch.....	36	14.01(v)
Bulletin Boards	15	11.01
Cage Times	39	14.01(I)
Callout, To Work	42	14.04
Check Off		
Assignment of Wages	66	19.02
Condition of Employment	66	19.01
No Company Financial Responsibility	66	19.03

Committees

Contracting Committee	4	3.02(vi)
Joint Health and Safety	11	10.02
Joint Training	86	22.03
Contracting Out	3	3.02
Cost of Living Allowance	91	App. A
Crew Reduction, Layoff	19	12.05
Dental Plan	79	21.01(vii)
Differential, Shift	57	16.01
Discharge, Grievance from Unjust	33	13.08
Discrimination	6	6.01
Disputes	28	13.01
Dues		
Collection on Company Time	8	8.01
Deduction as a Condition of Employment	67	19.04
Employees		
Employees Covered by Agreement	2	2.01
Hours of Work	36	14.01
Responsibility of Laid Off Employee	21	12.05(v)
Rights in Grievance Procedure	33	13.08
Status During Grievance Procedure ...	33	13.08
Employee Benefits	72	21

Grievance Procedure

Abandonment	32	13.06
Abeyance	36	13.16
Arbitration Board	30	13.05
Company Rights	33	13.07
Employee Hearing	34	13.11
Employee Rights	28	13.01
Employee Status During	33	13.08
Involving Discharge	34	13.10
Reinstatement for Unjust Discharge	33	13.08
Stages 1 through 3	28	13.02
Time Off Work Involving Grievance	35	13.12
Union's Right To Dispute	34	13.09
Variations with Mutual Consent	35	13.13

Group Life Insurance	78	21.01(v)
-----------------------------------	-----------------	-----------------

Health Care Hours	77	21.01(iv)
--------------------------------	-----------------	------------------

Hiring

Company Rights	48	15.01
Rehire After General Layoff	19	12.05

Holidays

Public Holidays	58	17
Vacations with Pay	63	18

Humanity Fund	67	19.05
----------------------------	-----------------	--------------

Intimidation	6	6.01
---------------------------	----------------	-------------

Layoffs

Bumping During a Temporary Layoff.....	20	..... 12.05(ii)
Bumping During a Indefinite Layoff	20	..... 12.05(iii)
Work Area Reduction or Layoffs	19	..... 12.05(i)
Maintenance of Rate	21	..... 12.05(iv)
Temporary Layoff Notice.....	22	..... 12.05(vi)
Indefinite Layoff Notice.....	22	..... 12.05(vi)
Recall for Temporary Vacancies.....	23	.... 12.05(vii)
Senior Employees Electing Layoff	24	.... 12.05(viii)
Notification of Address by Employee	21	..... 12.05(v)
Rehiring of Layoffs	19	..... 12.05(i)
Benefits on Layoff	82	..... 21.02

Leave of Absence

Bereavement	83	..... 21.03
Jury Duty	83	..... 21.04
President's Leave	9	..... 8.04
Union Purpose	9	..... 9.01

Limitation

Of Bereavement Leave.....	83	..... 21.03
Discipline	35	..... 13.15
Occupational Health and Safety Committee.....	8	..... 8.02
Of Pay Reductions	52	..... 15.07
Of Time Investigating Disputes	8	..... 8.03
Union Officials	9	..... 9.01

Lists

Seniority2812.09

Union Officers.....6919.09

Long Term Disability7621.01(iii)

Lockouts87.01

Management, Right of55.01

No Obligation to Operate.....55.02

To Select Supervisors/Lead Hands65.03

Medical Plan7321.01(i)

Minimum Pay

Callouts4214.04

Reporting for Work Pay4414.05

Notice Boards

Approval of Union Notices1511.01

Overtime Rates

Basic Overtime Rates3814.01(F)

Callouts4214.04

Change of Work Schedule4614.07

Banking of Overtime.....4114.03

Overtime During Work Period3814.01(F)

Reporting for Work Pay4414.05

Shortened Rest Period4514.06

Work in Excess of 16 Hours4514.06

Pay Days	89	24.01
Pay		
Callout	42	14.04
Overtime	38	14.01(F)
Public Holiday Pay	59	17.02
Public Holiday Worked	61	17.03
Public Holiday Not Worked	61	17.04
Reporting for Work Pay	44	14.05
Technological Change	87	23.01
Transfers at Company Request	52	15.07
Vacations	63	18.01
Education & Training	67	19.06
Pay for Retirees	68	19.07
Pay for Beneficiary	69	19.10
Pay for Medicals	89	25.01
Postings		
Departments & Work Areas	47	15
Job Posting	48	15.02
Bidding Restrictions	51	15.05
Preferred Shift Positions	55	15.09
Premiums		
Public Holiday Worked	59	17.02
Shift Differential Premium	57	16.01
Weekend Premium	57	16.02
Underground Premium	57	16.03
Mine Rescue / ERT Premium	58	16.04

Borer Operator Premium.....	58	.....	16.05
Drumcutter Operator Premium	58	.....	16.06
Control Room Operator Premium	58	.....	16.07
Lead Hand	93	....	Sched. A
Acting Supervisor	93	....	Sched. A
Gas Fitter Premium	93	.....	Sched. A
Pressure Ticket Premium.....	93	....	Sched. A

Promotions, Demotions, Transfers, Layoffs

General Work Area Reduction	19	.....	12.05
Probation	27	.....	12.08
Seniority	15	.....	12.01
Seniority, Ability	16	.....	12.03
Service Records	15	.....	12.01
Special Assignment	17	.....	12.04
Seniority List	28	.....	12.09
Technological Change	87	.....	23.01
Transfers	52	.....	15.07
Training	84	.....	22.01

Public Holidays

Day Off in Lieu of	61	.....	17.03
Employees Not Required to Work	59-61	... 17.02(iii)	17.04
Recognized Public Holidays	58	.....	17.01
Public Holiday During Annual Vacation	61	.....	17.04
Public Holiday Worked	60	.....	17.02(ii)

Public Holiday Not Worked	60-61...	17.02(iii)
		17.04

Rates

Apprentices	70	20.02
Base	93	Sched. A
Overtime	38	14.01(F)
Shift Premium	57	16.01
Public Holidays Worked	60	17.02(ii)
Public Holidays Not Worked	61-63.....	17.04
		-17.05
Weekend Premium	57	16.02
Technological Change	87	23.01
Transfers	52	15.07

Re-Employment

Seniority	15	12.01(ii)
-----------------	----------	-----------

Re-Instatement

After Unjust Discharge	33	13.08
------------------------------	----------	-------

Rights - Management

Not to Continue Operations	5	5.02
To Hire and Discharge	6	5.03
To Operate	5	5.01
To Select Supervisors/Lead Hands	6	5.03

Safety

Employee's Right to Refuse	13	10.04
General	10	10.01
Joint Health and Safety Committee ...	11	10.02
Material Lists	14	10.08
Meetings and Inspections	13	10.05
Reporting Unsafe Conditions and Equipment	12	10.03
Pay on Day of Injury	14	10.07
Time Off Work	14	10.06

Schedules

Normal Shifts	39	14.02
New Schedules	39	14.02(i)
Permanent Schedules.....	39	14.02
Crew Initiated Schedule Proposals	41	14.02(ii)
Employee Work Schedule Changes	46	14.07

Schedule A

Occupational Classifications and Hourly Base Rates	93	Sched. A
---	---------	----------

Selection

Of Supervisors/Lead Hands	6	5.03
---------------------------------	---------	------

Seniority

After Rehire	15	12.01
Establishment of	15	12.01
For Considering Promotions or Demotions	16	12.03
Layoff or Work Area Reduction	19	12.05
New Hires.....	16	12.01(iv)

Personnel Function Records	15	12.01(i)
Rehiring after Layoffs	19	12.05(i)
Hiring from another Nutrien Potash	16	12.01(iii)
Seniority, Ability	16	12.03
Seniority Lists	28	12.09
Staff Employees	25	12.06
Starts After 700 Hours	16	12.02
Training	16	12.03
Special Assignment Employees	17	12.04
Shifts and Schedules		
Change of Start – Stop Time.....	37	14.01(D)(iii)
Notice of Shift Change	46	14.07(iii)
Change Involving Rest Days	46	14.07(v)
Shift Differential Premium.....	57	16.01
Short Term Disability	75	21.01(ii)
Slow Down of Work	8	7.01
Solicitation of Union Membership	8	8.01
Special Assignment Employees	17	12.04
Strikes	8	7.01
Supervisory Employee		
On the Job	5	3.03
Selection of	6	5.03
Notification	15	10.10
Suspension of Work	8	7.01

Technological Changes

Demotions Resulting from8823.01(iv)

Demotions for Other Reasons8823.01(iv)

Pay Reductions Limited8723.01

Term of Agreement64.01

Time

Investigating and Settling Disputes88.03

On Union Activities88.03

On Joint Health and
Safety Committee88.02

Training

Application to Enter Training
Program8522.02

Apprenticeship7020.01

Basic Wage Rates93 Sched. A

Election to Forego Further Training8522.02(iii)

Joint Training Committee8622.03

Journeypersons Operator
Training Period8522.02

Responsibility of Joint
Training Committee8622.03(iii)

Seniority Considerations8422.01(iii)

Transfers at Company Request53 15.07(v)

Transfers

Timing of Transfers5015.04

Transfers at Company Request52 15.07(i)

Transfer Credits5315.08

Travel Allowances38 14.01(G)

Union Activities

Dues Collection on Company Time ....8	8.01
During Probationary Period .....27	12.08
Investigating and Settling Disputes ....8	8.03
Leave of Absence for Occupational Health	14
Leave of Absence for Union Activities	9
Leave of Absence for Union Officials	7
No Discrimination for	6
Soliciting Membership	8
Union Recognition	2 and 69
	/19.09
Union Orientation	70

Vacancies	48
------------------------	----------

Vacations

Advanced Vacation	65
Company's Right to Schedule	65
Entitlement	63
General Conditions of Public Holidays	59
Premium	64
Vacation Adjustment - Eighth or Fifteenth Year of Service	65

Wage Grades	93	Sched. A
Wage Grade Reductions.....	53	15.07(v)
Week		
Definition of	36	14.01
Welfare Benefits	72	21.01
Work Day		
Continuous Shift	37 ...	14.01(Dii)
Definition of	36	14.01(A)
Normal Shifts	39	14.02
Work Week, Hours of Work, Overtime and Meal Voucher		
Banking of Overtime	41	14.03
Overtime	38	14.01(F)
Overtime Meals or Vouchers.....	39	14.01(H)
Rest Day -Definition of.....	36	14.01(B)
Work Day - Definition of	36	14.01(A)
Work Schedules-Definition of	38	14.01(E)
Work Week-Definition of	36	14.01(C)

THIS AGREEMENT made the 17th day of Dec., 2024,
effective the 1st day of May, 2023.

BETWEEN:

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS), CLC, for itself

on behalf of its Local 7552

(Hereinafter called the "Union")

OF THE FIRST PART

AND:

Nutrien, Vanscoy Potash

(hereinafter called "the Company")

OF THE SECOND PART

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.01** This Agreement is entered into for the purpose of promoting and continuing the existing harmonious relations between the parties, to establish settled conditions of employment and to ensure the prompt and equitable disposition of any grievances which may arise.

ARTICLE 2. EMPLOYEES COVERED BY THE AGREEMENT

- 2.01** The word “employees” as used in this Agreement means all employees of the Company in its Potash Operation except supervisors, foremen, superintendents, managers, office and clerical staff (including clerical staff in warehouse), laboratory staff, plant security and any persons having, and regularly exercising, authority to employ or discharge employees or regularly acting on behalf of management in a confidential capacity, at the mine site situated approximately seven km North of No. 7 Highway between Vanscoy and Delisle, Saskatchewan.

ARTICLE 3. UNION RECOGNITION

- 3.01** The Company recognizes the Union as the exclusive representative for the purpose of conducting collective bargaining regarding rates of pay, hours of work, working conditions and other employment conditions of employees and will continue to do so as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under the law.

- 3.02** i. The Company reserves the right to employ independent contractors to perform work at the Operation it deems necessary or desirable. However, the Company recognizes the Union's concern over the Company employing contractors to work as part of regular maintenance crews or to perform routine maintenance work normally performed by employees within the bargaining unit because of its effect upon such matters as job opportunities for the employees. The Company will therefore attempt to minimize the employment of such contractors having due regard to the needs of the efficiency of the Operation, the time available to do the work and to the availability of equipment, skills, workforce, engineering, supervision and services. While the Company may also contract out work not normally performed by employees within the bargaining unit, it shall, whenever practicable, and especially during layoffs, have such work performed by employees within the bargaining unit.
- ii. The Company agrees that it will not contract out any work at the Operation if, as a direct result, an employee will be demoted or laid off, and such employee is qualified to perform the work.
- iii. Where possible, except in the case of an emergency, the Company will notify the Union at least two (2) weeks in advance of contractors arriving on site. For purposes of this Section, contractors shall mean any contractor employing trades or labourer employees on site.

- iv. The contractor notification will include:
 - a) name of the contractor company;
 - b) general description of the work being performed;
 - c) estimated number of contractors;
 - d) estimated duration on site;
 - e) the job owner;
 - f) Information designed to assist in the identification of opportunities where work may be performed by union employees. The information collected will be mutually agreed to by the Site Contracting Out Committee described in (vi.) below.
- v. Following receipt of the notification provided in (iv) above, the Union may request additional information from the job owner and discuss the information provided.
- vi. A Site Contracting Committee consisting of two (2) union and two (2) management representatives will meet quarterly. The Company will cover the cost of the two (2) union representatives. The purpose of such meetings is to:
 - a. Discuss issues related to contracting out;
 - b. Review approved Capital projects;
 - c. Discuss and implement process improvements related to contracting out.

- 3.03** The Company recognizes that it is not the function of forepersons, acting forepersons, supervisors and other persons employed by the Company but not employees as defined in this Agreement to repetitively perform work which is currently being performed by an employee in the bargaining unit where qualified employees are reasonably available to do such work, except for the purpose of training, giving instruction, experimentation, protecting the safety of employees or equipment or in emergencies.

ARTICLE 4. TERM OF AGREEMENT

- 4.01** This Agreement shall remain in effect from and including date of ratification up to and including the 30th day of April 2026.

ARTICLE 5. MANAGEMENT RIGHTS

- 5.01** The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union further recognizes that the Company retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement.
- 5.02** Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties or any part thereof.

- 5.03** The Company shall always have the right to hire, to discipline, demote and discharge employees for just and sufficient cause. The selection of supervisors, acting supervisors and lead-hands shall be entirely a matter for the Company's decision.

ARTICLE 6. NO DISCRIMINATION

- 6.01** The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member, activist, shop steward, or officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Company by reason of his/her not being a member of the Union.

- 6.02**
- i. The parties agree that there shall be no discrimination against any employee with regard to race, religion, creed, colour, sex, **gender identity**, sexual orientation, family status, marital status, disability, physical size or weight, age, nationality, ancestry, place of origin, or receipt of public assistance.
 - ii. The parties also recognize the right of employees to work in an environment free from harassment that adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated.
 - iii. The parties shall undertake to investigate all alleged occurrences between or among employees with all possible dispatch. If it is found that any of these types of harassment

has taken place, the parties shall take whatever joint action is appropriate to ensure harassment ceases.

- 6.03** An Accommodation Advisory Committee, consisting of two (2) union representatives, one (1) management representative and the Occupational Health Nurse will be created to review accommodations arising from injury or illness of unionized employees. The Committee will meet quarterly upon which time the Company will update and solicit feedback from the Committee on the accommodation process. Severe or complicated cases will be discussed on an as needed basis. The Company will determine which cases require input from the Committee.

In the event an employee becomes disabled, the Company will make every reasonable effort to provide the disabled employee with a job suitable to his/her condition if such is available. The Company is solely responsible for the development and amendment of all policies and practices regarding accommodation.

If the accommodation results in an employee being temporarily or permanently placed in a lower rated job as a result of his/her condition, the employee will continue to receive the rate of pay in effect immediately prior to the accommodation for a maximum of twelve (12) months from their return-to-work date.

ARTICLE 7. NO STRIKES OR LOCKOUTS

- 7.01** The Company shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union nor any representative thereof, nor any employee, shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow-down on the part of any employee or group of employees during the life of this Agreement.

ARTICLE 8. UNION ACTIVITIES ON COMPANY TIME

- 8.01** No person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time or within the plants of the Company, except to the extent expressly provided for in this Agreement.
- 8.02** The time spent away from the job by employees in performance of duties as designated members of a jointly-recognized safety committee will be considered as time worked and shall be paid in accordance with Article 10.05 (i).
- 8.03** The time spent away from the job in investigating and settling disputes by employees delegated by the Union for that purpose shall be considered as time worked. Payment shall be on the basis of straight time. Under no conditions shall overtime rates be paid. Time to be paid for under this shall be limited to seven hundred (700) hours per calendar year. (Reduced by three hundred and fifty (350) hours per calendar year as per Company Paid Union Time

LOU. If LOU should not be renewed, this article prevails.)

- 8.04** The Company will provide the Union up to six hundred and twenty-four (624) hours paid leave per calendar year at straight-time rates to be authorized by the President or designate.

ARTICLE 9. LEAVES OF ABSENCE FOR UNION PURPOSES

- 9.01** The Company agrees to grant leave of absence without pay to employees for the business purposes of the Union or of the International of the United Steelworkers for the purposes and in the manner specified below.

- i. Any employee elected or appointed to an office of the Union or of the International of the United Steelworkers, necessitating a leave of absence, shall be granted such leave of absence without pay provided it does not exceed two (2) years.
- ii. Written application for such leave must be made to the Manager, Human Resources, of the Company two (2) weeks in advance of the commencement date of the leave. The Company shall not be required to grant the privilege under (i) to more than two (2) employees at the same time. The time spent on leave shall not in any way jeopardize an employee's seniority, nor service for pension purposes, but shall not be considered as time worked for the purpose of determining vacation or other benefits.

- iii. The Company agrees to grant leave of absence without pay to employees who are delegated by the Union for the purpose of attending conventions, labour arbitrations, labour seminars or grievance matters. The aggregate leave of absence granted under (ii) shall not exceed three hundred (300) days in any one (1) calendar year.
- iv. Permission for such leave(s) shall not be unreasonably withheld. The Union agrees to give as much advance notice as is possible of the requirement for such leave(s) of absence.
- v. For leaves of absence requested in writing by the Union President or designate as unpaid union business the Company agrees to pay the employee his base wages and all applicable premiums for the scheduled work time missed and bill the Union for that amount plus 25%.

9.02 The Company may grant a personal leave of absence in exceptional circumstances where the denial of such leave of absence would cause undue hardship to the employee.

ARTICLE 10. SAFETY

10.01 The parties desire to maintain high standards of health and safety in the Company's operations and agree to co-operate in the continuing objective of eliminating health and safety hazards, and promoting safe work practices, including the right to Know, Participate and Refuse.

10.02 i. Joint Occupational Health and Safety Committees

The Company and the Union shall cooperate in the operation of Joint Occupational Health and Safety Committees as prescribed in the *Saskatchewan Employment Act, 2014 Part III, Division 4*. These Committees shall consist of four (4) management representatives for underground and three (3) management representatives for surface along with three (3) employees selected by the Union for surface operations and four (4) employees selected by the Union for underground operations. The parties may increase the committee participants, from time to time, if mutually agreed. The Committees shall have those duties and perform the functions provided for in the *Saskatchewan Employment Act, 2014 Part III, Division 4 section 3-27* and shall include responsibilities for:

- a) Making monthly inspections of the plants and areas of operation. Designated Union area committee members will be included in these inspections as appropriate.
- b) Meeting monthly to take up such health and safety matters which may be brought before it by either the Union or the Company.
- c) Investigating as soon as possible all accidents involving fatalities, disabling injuries or incidents involving, or having potential for, extended loss of time of an

employee, and making recommendations for remedial or preventative action.

ii. Property Committee

In the event that either committee, stated in 10.02 (i), is unable to resolve a problem or has a concern in their respective areas, the problem or concern shall be referred to a Property Committee comprised of the Worker Co-chair from the Underground Committee, the Worker Co-chair from the Surface Committee, the Union President, the General Manager, Potash Operations, the Mill Manager and the Mine Manager or their designates.

- 10.03** An employee shall immediately report to his/her supervisor any equipment, conditions or practices which he/she feels are unsafe, and the supervisor shall investigate the equipment, condition or practice so reported and shall take such steps as deemed necessary in the supervisor's opinion to correct the situation.

If the employee is not satisfied with the decision of the supervisor, the employee may contact an Occupational Health and Safety Committee member who will discuss the matter with the supervisor and the employee concerned in an attempt to resolve the situation.

If the employee is still not satisfied with the decision of the supervisor, the Committee member may notify the Employee Co-Chair of the Committee who together with the employee concerned and the Committee member and the Employer Co-Chair of the Committee may discuss the matter.

10.04 As provided for in the *Saskatchewan Employment Act 2014, Part III, Division 4, Section 3-31*, the following language shall apply:

“A worker may refuse to do any particular act or series of acts at work which the worker has reasonable ground to believe are unusually dangerous to the worker’s health or safety or the health and safety of any other person at the place of employment until the Occupational Health and Safety Committee or the Occupational Health Officer has investigated the matter and advised the worker otherwise.”

No discriminatory action shall be taken against any employee by reason of the fact that the employee has exercised the right conferred on the employee by the *Saskatchewan Employment Act 2014, Part III, Division 4, Section 3-35*.

10.05 i. Time spent on the job by employees in performance of duties as designated members of a jointly recognized safety committee will be considered as time worked.

A Committee member who, at the Company’s request, attends a safety meeting, investigation, or inspection during a time the member is normally scheduled to be off work will be considered as time worked.

Travel and meal allowances will be provided based on company policy.

ii. The Company will make environmental monitoring results available to the Occupational Health and Safety Committee. In addition, one (1) member of the Committee,

selected by the Union, will, on a quarterly basis for underground and every six (6) months for surface, for educational as well as awareness purposes, accompany the Company technician or representative on workplace environmental monitoring. (The specific type of monitoring will be determined by the Company.)

- 10.06** If it is necessary for a Union-designated Occupational Health and Safety Committee member to take time off during the member's working hours in connection with work associated with the Committee, the member must first receive permission from the member's immediate supervisor. Such permission shall not be unreasonably withheld.
- 10.07** An employee who is injured on the job and is unable to continue working will have the employee's normal base rate earnings or overtime rate if applicable maintained for the balance of the employee's shift on the day of injury.
- 10.08** The Company shall inform the Employee Co-Chair of the Occupational Health and Safety Committee of impending process revisions and installation of new production equipment.

The Company shall also provide the Employee Co-Chair of the Committee with a list of all materials, compounds or substances used, handled or produced at the Operation as soon as possible. Such lists shall be kept up to date as from time-to-time substances are eliminated or new substances are introduced.

- 10.09** Education of employees as to their rights under the Occupational Health and Safety Act and Regulations will be carried out through effective, joint programs for presentation at safety meetings. To achieve this goal, the Company will utilize the appropriate Union Committee Co-chair or member for assistance in safety presentations as appropriate.
- 10.10** If an Acting Supervisor is on duty, the crew of workers under his/her direction will be notified.

ARTICLE 11. BULLETIN BOARDS

- 11.01** The Company agrees that sections of plant bulletin boards shall be made available to the Union for its purposes, provided that the use of such boards shall be restricted to the posting of notices regarding the business affairs, meetings and social events of the Union and the reports of the various committees of the Union, and provided that no such notice may be posted unless the approval of the Company to the posting has first been obtained and a notation of the approval endorsed on the notice. Until further notice from the Company to the Union, the approval referred to need not be obtained.

ARTICLE 12. SENIORITY

- 12.01** i. Seniority shall be established on the basis of an employee's service with the Company's Potash Operation, whether broken or continuous, according to the records of the Company. Should such records not be available, then other Company validated documentation may be used. The only exception is when it applies

to an employee who voluntarily quits and is subsequently rehired.

- ii. In such cases, seniority will commence from the new date of hire for the purpose of calculating plant seniority. All new and prior service will be used in calculating pension and benefits coverage. However, employees hired prior to March 23, 1987, shall continue to be credited with their total Company Employment Service. It is recognized that an employee's security shall increase in proportion to the employee's length of service and in accordance with the provisions of 12.03.
- iii. Employees from another Nutrien Saskatchewan Potash location will have recognition of years of continuous service with Nutrien for the purposes of vacation and recognition of years of continuous service for the purposes of retirement eligibility.
- iv. In the event that two or more employees start on the same day, then their seniority shall be determined by lottery administered during the new hire Union Orientation.

12.02 Employees shall not be deemed to have any seniority until they have worked 700 hours (excluding Jury Duty) after they were last hired by the Company.

12.03 In all cases of promotion, filling permanent positions, layoff and recall from layoff or transferring into established training programs, a senior employee shall be entitled to preference provided that the employee has the ability, qualifications and

physical fitness to meet the normal requirements of the job.

12.04 Special Assignment Employees

- i. 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.
- ii. Special assignment employees do not accrue service or seniority during the term of their assignment. Special assignment employees may apply at any time for permanent positions and may be considered by the Company.
- iii. Special assignment positions are not subject to the posting provisions of Articles 15.02 and 15.09.
- iv. Work assignment will be determined solely at the discretion of the Company.
- v. Special assignment employees who are subsequently hired as permanent employees within the same department as their special assignment will be granted service and seniority retroactive to their original date of hire.
- vi. Special assignment employees may apply for permanent positions in a different department

than that of their special assignment; however, they will not have their seniority recognized for that vacancy.

- vii. Special assignment employees may apply for permanent positions in the same department of their special assignment, and providing that they have completed their seven hundred (700) hours probationary period, will have their seniority recognized for that vacancy.
- viii. Special assignment employees who are subsequently hired as permanent employees in a different department than that of their special assignment will be required to complete a probationary period including the greater of either: the balance of their seven hundred (700) hours probationary period, or three hundred and forty six (346) hours after orientation and after they are put on their assigned crew. If the special assignment employee has worked less than three hundred and fifty-four (354) hours in their special assignment, they will be required to complete the balance of their seven hundred (700) hour probationary period in the new department.
- ix. Existing employees are not eligible to apply for special assignment roles.
- x. Special assignment employees will not represent more than **fifteen percent (15%)** of the workforce in any department. For the purposes of this article, the departments shall be mine operations, mine maintenance, surface operations, surface maintenance, dry, and warehouse. The **fifteen percent**

(15%) maximum may be exceeded by mutual agreement.

- xi. Special assignment workers will not be permitted during periods of layoff.

- 12.05** i. In the event of a reduction of work area or layoff, employees affected shall be laid off in inverse order of their seniority and in accordance with Article 12.03. **The Company will notify the Union as soon as reasonably practical, and if time permits meet with the Union to discuss.**

When it is necessary to increase the workforce, former employees who have completed their probation period shall be re-employed as closely as possible in the inverse order in which they were laid off, providing they have the qualifications, ability and physical fitness for the job for which they are being recalled.

The Company and the Union will meet prior to any work area reduction or layoff to explore all possible options for employees being displaced and who are qualified to do other jobs.

Temporary layoffs shall be defined as those up to sixty-three (63) days in duration. Indefinite layoffs shall be defined as those in excess of sixty-three (63) days in duration.

ii. Bumping during temporary layoff

In order to displace a junior employee during a temporary layoff, an affected employee must have the seniority, qualifications and ability, to meet the normal requirements of another job. A displaced junior employee can then exercise the option to displace a more junior employee provided that employee has the seniority, qualifications and ability to meet the normal requirements of that job.

iii. Bumping during indefinite layoff

In order to displace a junior employee during an indefinite layoff, an affected employee who has the seniority, but does not possess the qualifications and ability to meet the normal requirements of the job, will be provided up to five (5) working days for familiarization training. If the employee demonstrates the qualifications and ability to meet the normal requirements of the job by the end of the fifth day, the employee will be put into the job. The determination as to whether or not an employee has acquired the necessary skills and ability for the job shall be made by the Company. The Company shall make the determination in a fair and equitable manner.

The Company will provide four (4) positions in total (in the three progressions - mine operating, mill operating, warehousing) to which senior employees, displaced in the event of a work area reduction or layoff, could move without having the qualifications for the job; provided that the senior employee has

the ability and physical fitness to do the job and the junior employee to be displaced does not need to be retained because of skills or certification for the ongoing required work.

iv. Maintenance of Rate

An Employee who is reclassified to a lower rated job due to a reduction in the work force will maintain their base rate of pay for a maximum of 12 calendar months.

v. Responsibility of Laid Off Employee

It shall be the responsibility of a laid-off employee to notify the Company of any change in the employee's postal address. Laid-off employees who have complied with the foregoing procedure shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report for work; and should an employee fail to report within fourteen (14) days of being notified personally or within fourteen (14) days of the postal registration date of the written notice, the employee shall lose the right of re-employment. In any case, the Company shall not be obligated to re-employ any former employee who has been laid off for a period equal to the lesser of the employee's seniority or twenty-four (24) months, or thirty-six (36) months if the employee's service is greater than ten (10) years.

vi. Layoff Notice

Temporary Layoff Notice

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

- a) If the layoff is for a period of two (2) weeks or less – one (1) weeks' notice;
- b) If the layoff is for a period more than two (2) weeks, up to four (4) weeks, – two (2) weeks' notice;
- c) If the layoff is for a period of more than four (4) weeks, up to six (6) weeks, – three (3) weeks' notice;
- d) If the layoff is for a period of more than six (6) weeks, up to sixty-three (63) days in duration – four (4) weeks' notice.

Indefinite Layoff Notice

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

- a) Two (2) weeks written notice, if the employee's period of employment is less than three (3) years;
- b) Four (4) weeks written notice, if the employee's period of employment is

three (3) years or more but less than five (5) years;

- c) Six (6) weeks written notice, if the employee's period of employment is five (5) years or more but less than ten (10) years;
- d) Eight (8) weeks written notice, if the employee's period of employment is ten (10) years or more.

Period of employment will be defined as an employees' length of seniority with the Company.

The above provisions do not apply if the period of layoff is for six (6) days or less, or if any employee is recalled for a specific, limited period of work during a general layoff. The Company may elect to pay base rate for that portion of the notice period in respect of which notice was not given.

vii. Recall for Temporary Vacancies

- a) Temporary vacancies less than **sixty-three (63)** days in length will be offered to the senior qualified employee on recall who is willing to accept the opportunity.
- b) Temporary vacancies in excess of **sixty-three (63)** days will be posted for seven (7) days. First preference will be given to senior qualified employees who bumped into other positions. Should no active employee accept the temporary vacancy, it shall be offered to the senior qualified

employee on recall who is willing to accept the opportunity.

Employees who wish to remain informed of temporary vacancies while on recall must provide the Company with a valid email address for the purpose of distributing such postings.

An employee on recall can elect to decline a temporary vacancy without jeopardizing their recall rights.

Employees will immediately return to the recall list without any additional notice as a result of the temporary vacancy ending, or because of a lack of available work.

If at any time an employee is recalled during layoff, their recall rights shall be paused for the duration of the recall.

viii. Senior Employees Electing Layoff

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

- a) If the temporary layoff exceeds four (4) weeks the company will specify the period(s) of layoff blocks, or the entire period of layoff for layoffs less than four (4) weeks in duration. A combination of vacation and lay-off may be used to cover the entire block.
- b) There must be a junior qualified employee in the same work area 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) The employee electing layoff has:
 - i) For layoffs between July 1 and September 30, no restrictions.
 - ii) For layoffs between October 1 and December 31, a maximum of one hundred and twenty (120) hours of unused vacation at the end of the layoff period.
 - iii) For layoffs between January 1 and March 31, a maximum of eighty (80) hours of unused vacation at the end of the layoff period.
 - iv) For layoffs between April 1 and June 30, no unscheduled vacation at the start of the layoff.
 - v) For layoffs that span two different time frames in i. through v. the maximum number of unused vacation hours allowed will follow the period that the majority of the layoff falls within.
- d) An employee who elects layoff (or the employee's replacement) may not submit a grievance regarding the decision to elect layoff.

12.06 Transfers to and from the Bargaining Unit

- i. The Company will not transfer staff employees who were previously members of

the Bargaining Unit back to the Bargaining Unit. Any staff employee who was previously a Bargaining Unit member who desires to return to a Bargaining Unit job would return, assuming a job is available, with no seniority. Such employee would first have to resign as a staff employee.

- ii. An employee who transfers from an hourly-rated job to a staff position outside the Bargaining Unit shall retain all seniority held at the time of the transfer and will reactivate such seniority if the employee returns to the Bargaining Unit within a three (3) month period following such transfer. In the event the transfer is for more than three (3) months, the employee shall lose all retained seniority. This paragraph does not apply to temporary acting supervisory positions.
- iii. Transfers of hourly employees to temporary or acting staff positions will not be permitted during periods of layoff or labour disputes. Nothing in this article shall prevent the Company from hiring employees on a permanent basis during periods of layoff or labour disputes.

12.07 Acting Supervisors and Lead Hands

- i. The acting supervisor is generally expected to assume all the normal responsibilities and duties of their immediate supervisor with the exception of administering discipline.
- ii. The Company will limit an individual's acting foreperson assignment to one thousand and forty (1040) hours worked in any calendar

year. The employee will not accumulate seniority for any hours worked in excess of the one thousand and forty (1040) hours for that calendar year as long as he/she continues in the assignment.

- iii. A lead hand acts as a leader of a group of employees working on similar or related work, or leads activities with minimal direction in a significant or complex area. The lead hand assigns work to the employees, as directed by the supervisor or acting supervisor, and works along with them. The lead hand is expected to be a work leader and not a supervisor. As such, the lead hand is responsible for the safe and correct completion of work but not for disciplinary action or other personnel matters.
- iv. The Company's policy defines the complete and specific responsibilities and duties of an acting supervisor.
- v. The Company agrees to provide copies of all lead hand and acting supervisor hours to the Union on a quarterly basis.

12.08 Notwithstanding anything in this Agreement, an employee shall be on probation until such person has worked seven hundred (700) hours, computed from date of last hire. Upon completion of such probation period the employee shall be credited with seniority from the date of hire. During the probationary period the Company may terminate the employee's employment for cause, without reference to any other provisions of this Agreement. Union activity shall not be considered as a reason for discharge under this Section. This clause shall

not apply to employees re-employed in accordance with Section 12.05.

- 12.09** The Company shall maintain and post a seniority list including occupational classifications Jan.1, Apr. 1, July 1, and Oct. 1. Two (2) copies of the revised list shall be provided to the Union, within thirty (30) days of these dates.
- 12.10** New hires will not be eligible to apply for any posting until completion of their probationary period.

ARTICLE 13. PROCEDURE FOR SETTLING DISPUTES

- 13.01** Should a dispute arise between the Company and any employee or employees regarding the interpretation or a violation of this Agreement, the employee or employees concerned shall first seek to settle the dispute with the immediate supervisor. Both parties agree that this should be the first step in a dispute resolution process and nothing in this Article shall prevent an employee from discussing the dispute with the Company. In computing the various time periods in the Grievance and Arbitration Procedures, Saturdays, Sundays, and Public Holidays designated in this Agreement, shall not be considered.

13.02 Stage 1.

Failing an employee's satisfactory settlement of a dispute with the Company, the employee or employees concerned, in person, with their shop steward in attendance, shall submit a detailed grievance which shall be in writing to the employee's

immediate supervisor who shall provide a written reply within ten (10) working days.

13.03 Stage 2.

Failing a satisfactory settlement within ten (10) working days of when the Stage 1 reply was received, or should have been received under Stage 1, the employee or employees concerned, in person, with their shop steward and/or a member of the Grievance Committee of the Union in attendance, or through the Grievance Committee of the Union, may submit the dispute, which at this stage must be stated in writing, to the next management level who may appoint members of his/her staff to assist in investigating the dispute. The management representative hearing the 2nd stage shall provide a written reply within ten (10) working days.

13.04 Stage 3.

Failing a satisfactory settlement within ten (10) working days after the dispute was submitted under Stage 2, the Grievance Committee of the Union may submit the dispute, which shall be stated in writing, to the General Manager or their designate, who will require a meeting with the Grievance Committee, and the appropriate members of management having knowledge of, the dispute, to appear before them and give evidence regarding the dispute.

The Grievance Committee of the Union may request the presence of the employee or employees concerned at Stage 3 proceedings, but where this necessitates the absence of the employee from the place of work, the employee shall first obtain the consent of the Company and it shall be at a time and a duration that does not interfere with the

Company's operations.

The person whom the Union has designated as its Area International Union Representative may appear with the Grievance Committee of the Union at the Stage 3 presentation of a grievance. The Company shall be advised by letter from the United Steelworkers, CLC, of the identity of the Area International Representative.

The General Manager, or their designate, shall provide a written, signed decision within ten (10) working days.

13.05 Arbitration.

- i. **Expedited Arbitration.** Failing a satisfactory settlement at Stage 3 both parties may then mutually agree to take the matter to Expedited Arbitration. Expedited Arbitration will be binding, set in an informal atmosphere, and used when a difference arises between both parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of the Agreement including any question as to whether a matter is arbitral.

The parties agree that the purpose of Expedited Arbitration is for the fair and quick settlement of disputes. Once the parties agree to Expedited Arbitration, the selection of an arbitrator shall be from the panel listed in 13.05 (ii). If there is no arbitrator available from 13.05 (ii), a substitute may be agreed to by the parties within ten (10) days. The rotational system for arbitrators as outlined in 13.05 (ii) will be used to determine who will

hear the dispute. The arbitrator shall:

- a) investigate the difference
- b) define the issue in the difference
- c) not alter, modify or amend this agreement in any respect
- d) render a decision within five working days of the hearing

The arbitrator may, with discretion, render a verbal award to the parties at the conclusion of the hearing, but in all cases a brief written decision shall be rendered within the above time frame. This five-day time limit does not run in respect of the grievance procedure.

The procedures for Expedited Arbitration shall be as follows: A maximum of four (4) people from each party shall attend. The grievor shall be considered as one of the four (4) members of the Union's committee. No case law, jurisprudence, or witnesses shall be used.

The hearing shall be in an informal setting with no need for swearing-in testimony. Both parties shall have fifteen (15) days to notify the other in writing of their wish to proceed to Expedited Arbitration.

Letter of Understanding #11 will supersede this Article for the term of this Agreement.

- ii. **Formal Arbitration.** If either party does not wish to utilize the Expedited Arbitration procedure as outlined in this article, the party submitting the grievance may, on giving fifteen (15) days' notice in writing to the

other party of its intention, refer the dispute to arbitration. The selection of an arbitrator shall be by rotation from the panel listed below:

1. Beth Bilson
2. William Hood
3. Ken Norman
4. Dan Ish

If an arbitrator so selected is unable to serve, then the next arbitrator on the panel shall be selected. If an arbitrator on the panel is permanently unable to serve, then the parties shall jointly select a replacement. If the parties cannot mutually agree upon an arbitrator within ten (10) days, the appointment shall be made by the Minister of Labour of the Province of Saskatchewan upon request of either party. The decision of the arbitrator in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the arbitrator. The arbitrator shall hear and determine the difference or allegation and shall render a decision.

- 13.06** If a dispute is not submitted under Stage 1 within fourteen (14) working days after the occurrence or discovery of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end. If a response

to a grievance under any of Stages 1, 2 or 3 is not provided by the Company within the time limits provided, the grievance will automatically advance to the next stage of the grievance procedure. Saturdays, Sundays and public holidays shall not be counted in determining the time within which any action must be taken under (ii) above.

13.07 The Company shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Grievance Committee of the Union. Failing a satisfactory settlement within seven (7) days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

13.08 In the meantime, and in all cases while disputes are being investigated and settled, the employee or employees and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where an employee or employees has or have been discharged by the Company, employee or employees shall not remain in the employ of the Company while the case is being investigated and settled. If the claim be made within five (5) days (excluding Saturdays, Sundays and public holidays) that an employee or employees has or have been unjustly discharged, the case shall be dealt with according to this Article, and if it is proven that the employee or employees has or have been unjustly dealt with, the employee or employees shall be reinstated. If a claim is made for compensation for time lost in cases where reinstatement has followed, it shall be left with the Grievance Committee of the Union

and the Management to decide what amount, if any, is to be paid, and failing agreement, with the same arbitrator that dealt with the claim and who shall fix such compensation.

13.09 The procedure for settling disputes set out in this Article shall be strictly adhered to, but the Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Stage 3 where:

- i. There is no aggrieved employee or employees possible of identification at the time the dispute arose; or
- ii. The grievance involves Company policy in which case the grievor or grievors possible of identification shall be noted on the face of the grievance form.

All Union grievances filed at Stage 3 shall be signed by the Grievance Chair or a designated member of the grievance committee, or the union executive members. The union will provide the company with a list of these designates.

13.10 Notwithstanding marginal paragraphs 13.02, 13.03, 13.04, 13.05 and 13.06 above, in a grievance involving a discharge the grievance must be presented directly at Stage 3 of the grievance procedure by the Grievance Committee of the Union. The Stage 3 reply shall be given within five (5) working days of the presentation of the grievance at Stage 3.

13.11 As much as is practical and except in a case of gross misconduct and/or a case requiring immediate action, it is the Company's intention that an

employee, accompanied by the employee's Shop Steward and the Grievance Committee Chairperson or delegate, will be given the opportunity for a hearing with the supervisor(s) in question prior to receiving a disciplinary suspension or a discharge. Such hearing will be without prejudice to any subsequent grievance or arbitration procedures.

- 13.12** If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, the steward or employee must first receive permission from his/her immediate supervisor. Such permission shall not be unreasonably withheld.
- 13.13** Any time limits provided for in this Article may be varied by the mutual consent of the Company and the Union and confirmed in writing.
- 13.14** The company agrees to provide copies of employee discipline, terminations and suspensions to the Union within five (5) calendar days.
- 13.15** i. In all cases involving discipline or suspension, the disciplinary notice will remain on the employee's file. However, after a period of **twenty-four (24) months** without further incidents of discipline, it will not be used to elevate subsequent disciplinary action. **Periods of absence in excess of thirty (30) consecutive days will not be considered in the calculation of such twenty-four (24) month period.**
- ii. The presence of a shop steward is mandatory at any meeting during which an employee receives discipline. The absence of a shop steward due to reasons beyond Company's

control will not preclude such meeting from proceeding.

- 13.16** Grievances referred to arbitration and left in abeyance will be considered abandoned if the Union has not contacted an arbitrator to set dates for a hearing with Thirty-Six (36) months of the notice to refer to arbitration. Except in the case of a grievance relative to discharge or in the case of any other grievance where the parties mutually agree the issue raised is of special significance, grievances shall be referred to an arbitration in chronological order of those grievances having been advanced to Stage Three.

ARTICLE 14. WORK WEEK, HOURS OF WORK, OVERTIME

14.01 Definitions

A. Work Day

The normal work day shall be a period of twenty-four (24) consecutive hours commencing with the start of an employee's scheduled shift. A "work day" is any day an employee is normally at work according to the employee's work schedule.

B. Rest Day

A "rest day" is an employee's assigned day off according to the employee's work schedule.

C. Work Week

A "work week" begins at 12 a.m. Sunday and ends at 12 a.m. the following Sunday.

D. Shift

- i. A shift shall be defined as a period of time worked within a workday, and these periods of time shall be referred to as day shift, afternoon shift, night shift and may be rotating or non-rotating in nature. The normal shift for the purpose of this Article shall be eight (8) hours, or ten (10) hours or twelve (12) hours. The starting time for shifts shall not vary more than two (2) hours from 8:00 a.m., 4:00 p.m., 8:00 p.m. and 12 a.m.
- ii. Continuous shift is defined as any shift which rotates between a 12-hour day shift and night shift on a 24 hour / 7 day a week basis.
- iii. The Parties agree that change in shift start-times of thirty (30) minutes or less will not constitute a shift schedule change.
- iv. The shift shall be inclusive of meal time in accordance with present practice at the convenience of the operation.
- v. The daily lunch periods of an employee working on a Continuous Twelve (12) Hour Work Schedule shall be two (2) thirty (30) minute breaks no more than five (5) hours apart, on Company time, during which time the employee shall continue all necessary supervision of machinery and maintenance of services.
- vi. The daily coffee/lunch periods of an employee working on a ten (10) hour shift shall be two (2) ten (10) minute breaks and one (1) twenty (20) minute break, on Company time,

during which time employees shall continue all necessary supervision of machinery and maintenance of services.

- vii. Eight (8) hour shifts to continue with the present practice.

E. Work Schedule

A work schedule is a combination of work days and rest days which average forty (40) hours of work per week or over the averaging period.

F. Overtime

- i. Overtime is defined as all hours worked:
 - a) in excess of regularly scheduled hours of work in any work day.
 - b) on a scheduled day of rest
 - c) on a designated statutory holiday
 - d) in excess of forty (40) hours per week over an averaging period
- ii. The overtime wage rate is defined as two (2) times base hourly rate.
- iii. All overtime shall be on a voluntary basis except for:
 - a) emergencies
 - b) those employees assigned to work Shift Schedules with built-in overtime hours
 - c) those employees assigned to work Public Holidays as per 17.02 (i)

G. Travel allowances will be provided based on company policy.

H. Overtime Meals or Vouchers

- i. When an employee works two (2) hours or more of unplanned overtime, the Company will provide either an overtime meal or an overtime meal voucher, at the Employee's choice.
- ii. When an employee is called out with less than ten (10) hours notice, the Company will provide either an overtime meal or an overtime meal voucher upon reporting to site.
- iii. Vouchers or overtime meals will not be provided for planned overtime (minimum ten (10) hours' notice) or shift exchanges.
- iv. Overtime lunch periods are limited to Twenty (20) minutes since it is Nutrien's practice to pay for these periods.

I. Cage Time

Cage times for underground workers will be ten (10) minutes prior to the end of their scheduled shift.

14.02 The normal shift for the purpose of the Article shall be as follows:

- i. Eight (8) hours Monday to Friday;
- ii. Ten (10) hours Saturday to Sunday;
- iii. Twelve (12) hours Saturday to Sunday;

i. New Schedules

The Company maintains the right to create new Permanent Work Schedules that will consist of the following:

- a) five (5) consecutive eight (8) hour shifts of forty (40) hours per week, or
- b) four (4) consecutive ten (10) hour shifts of forty (40) hours per week, or
- c) no more than five (5) consecutive twelve (12) hour shifts that average forty (40) hours as per the averaging requirements as outlined in the Saskatchewan Employment Act.
- d) Employees assigned to work schedules that include built-in overtime shall be compensated as per Article 14.01(f).
- e) This Collective Agreement shall constitute any required averaging agreement for the purposes of the Act.

Permanent Work Schedule will be maintained for a minimum of six (6) months. This does not apply where a Crew proposes a new schedule that meets the Company's business needs, and the Company agrees to have the Union conduct a Crew vote on the new schedule.

The Company cannot schedule more than five (5) shifts in a row on any permanent work schedule and will allow a proper day off (not inclusive of a rest period) unless approved by the affected crew and the Union.

The Company cannot use a combination of shift lengths for any schedule unless approved by the Union and the affected crew via a majority vote. This shall not apply to twelve (12) hour schedules with Murphy Days.

ii. Crew Initiated Schedule Proposals

Upon consultation with the Company, a crew may elect to present an alternate schedule that meets the need of the Company. Following the presentation a vote will be held by the Union to select the desired schedule. Nothing in this Article shall compel the Company to accept a work schedule, which does not meet its needs.

The Company commits to allowing a crew to select a new schedule that is more preferential to the crew as long as it meets the needs of the business.

New schedules which are brought forward by the Crew and subsequently approved by the Company and Union are not subject to the provisions of Article 14.02 A.

14.03 Banking of Overtime

- i. **Subject to vii below**, all employees shall be eligible to bank any overtime worked at any time (including the time an employee is held over or called in early). Employees required to work built-in overtime as part of their twelve (12) hour schedule shall be eligible to bank those hours. Employees that work on scheduled public holidays will remain eligible to bank the eight (8) hours pay in accordance with Article 17.03.
- ii. The combined bank for all banked overtime shall be forty (40) hours and shall not be replenished.
- iii. Granting of banked time will be assessed using the same criteria as a vacation request.

- iv. Employees shall have the option to be paid at normal overtime rates (2x) for the overtime hours worked OR they may choose to bank the overtime hours at straight-time (1x) for the hours worked and have equal number of hours at straight time (1x) pay.
- v. The Overtime Bank hours will be paid out at the Employee's request or upon termination. All hours in the Overtime Bank will be paid out at straight time (1x) at the Employee's regular rate of pay.
- vi. Any remaining hours as of June 30th in any calendar year will be paid out at straight time rate (1x)
- vii. **Employees who have absenteeism (excluding absenteeism due to a disability or approved leave) over a twelve (12) month period of 6% or greater shall not be eligible to bank overtime or utilize banked time as per Article 14.03. Absenteeism will be reviewed quarterly using a twelve (12) month rolling average.**

The following absence types will be included in the calculation: Illness Paid, Illness Unpaid, and Absence Unpaid.

14.04 Call Out

- i. When an employee has scanned off site and is called to work with less than **ten (10)** hours of notice, the time worked shall be considered as a Call Out and is payable at overtime wage rate.

- ii. When an employee is called out to work, the employee shall receive either the overtime wage rate for the time actually worked, or three (3) hours' pay at the employee's overtime wage rate, whichever is the greater.

All hours worked from the time the employee arrives on site until the employee leaves the site will be at overtime wage rate.

- iii. Upon completion of the work for which the employee was originally called out, the employee may choose to remain at work provided that work is available, the employee is qualified to do such work, and completion of the call out falls within the **ten (10)** hour period prior to the commencement of the employee's next regularly scheduled shift.
- iv. If an employee is called out, he or she will not be required to report for their next regularly scheduled shift until **ten (10)** hours have elapsed from the time the employee finished the callout work. The employee will be paid at the employee's base hourly rate for any time missed on the employee's regular shift due to this provision. If there is less than two (2) hours left in the employee's regular shift after the required **ten (10)** hours rest period, the employee will not be required to work the remainder of the shift and will not receive pay for this additional time missed.

- v. If an employee at the request of the employee's supervisor consents to return to work before the expiration of the **ten (10)** hour rest period, the employee will be paid at overtime wage rate for all work performed on the employee's regular shift. If not so requested to return to work, the employee will remain at rest for a **ten (10)** hour period or be paid at base hourly rate for the employee's regular shift worked.

14.05 Reporting for Work Pay

- i. When employee(s) reports on their regular shift and are sent home because no work of any kind is available as determined by management or so that they may be assigned to come to work at a later time, they shall be paid scheduled hours for that shift at their base hourly rate. If they are assigned to work at a later time that work day, they shall be paid their overtime wage rate for all continuous hours worked.
- ii. An employee who has been reassigned work and the completion of that work falls within the eight (8) hour period prior to the beginning of the employee's next regularly scheduled shift, will not be required to report for that shift until they have had a **ten (10)** hours rest period.
- iii. The employee will be paid at the employee's base hourly rate for any time missed on the employee's regular shift due to the rest period. If there is less than two (2) hours left in the employee's regular shift after the required **ten (10)** hours rest period, the employee will not

be required to work the remainder of the shift and will not receive pay for this additional time missed. If the employee returns to work after the **ten (10)** hour rest period, the employee will be paid the employee's base hourly rate of pay until the completion of that shift.

14.06 Rest Period

- i. If an employee works for more than sixteen (16) consecutive hours, the employee will be entitled to a ten (10) hour rest period.
- ii. If the employee's regular shift is to commence before the ten (10) hour rest period has expired, the employee will be permitted to stay at rest for those ten (10) hours and be paid for said hours of the regular shift.
- iii. If the employee returns to work after the ten (10) hour rest period, the employee will be paid the employee's base hourly rate of pay until the completion of that shift.
- iv. If an employee at the request of the employee's supervisor consents to return to work before the expiration of the ten (10) hour rest period, the employee will be paid at overtime wage rate for all work performed on the employee's regular shift.
- v. If not so requested to return to work, the employee will remain at rest for a ten (10) hour period or be paid the employee's base hourly rate for the employee's regular shift worked.

14.07 Employee Work Schedule Changes

- i. When the Company chooses to temporarily change employee's work schedules, they must first seek volunteers. Senior qualified employees will be given preference. If there are not enough senior qualified employees to fill the positions, inverse seniority will be used to fill these positions providing the junior employees are qualified for the job.
- ii. Temporary schedule changes will be limited to forty-five (45) calendar days in duration.
- iii. If the Company provides less than forty-eight (48) hours' notice of any change of shift, as a penalty the employee will be paid the first shift worked at the overtime wage rate.
- iv. If the Company temporarily changes an employee's shift, as a penalty the employee will be paid the first shift worked at the overtime wage rate. No penalty shall be incurred by the Company when the employee is returned to the shift he/she worked prior to the temporary change.
- v. In addition, all hours worked in excess of the hours of the old work schedule or on a day of rest of the old schedule, will be considered voluntary. Employees agreeing to work this voluntary overtime must advise the company prior to the start of their new schedule of their intention to work the overtime or they will not be considered to be working that day.

- vi. All schedule changes will be provided in writing (email, letter).
- vii. The exception to this is temporary schedule changes in the Powerhouse. The Company will ask Powerhouse Operators on days off to come in on overtime to cover any shortages on night shifts. If those on days off are unavailable or refuse this voluntary overtime, the company may reassign the dayshift operator to cover the nights. This reassigned employee will receive overtime pay as a penalty for all hours worked for this coverage until they return to their regular dayshift. Since this is a temporary shift reassignment, the employee cannot refuse.
- viii. **Employees exercising their right to displace a more junior employee will be expected to change work schedules with minimal rest periods during a temporary layoff.**

ARTICLE 15. JOB POSTINGS

Definitions

A. Department

Departments are divided into surface or underground areas. A department is defined as one of the following: Surface Operations, Surface Maintenance, Mine Operations, Mine Maintenance, Warehouse and the Dry.

B. Work Area

A work area is a group responsible for certain tasks. All work performed within the work area is determined solely by the Company. A work area is defined as one of the following:

Surface Operations	Surface Maintenance	Mine Operations	Mine Maintenance	Warehouse	Dry
Powerhouse	Mill Maintenance Trades	Shaft and Hoist	Mine Maintenance Trades	Warehouse	Dry
Utility	Mill Production Maintenance Trades	Utility	Continuous Maintenance Trades		
Mill Production		Miscellaneous Afternoon Operations	Mine Production Maintenance Trades		
Load-out		Miscellaneous Operations	Field Maintenance Trades		
		Mine Operations	Shop Maintenance Trades		

15.01 The Company shall maintain the right to determine the number of employees in each department as well as the number of employees in each work area and if a vacancy in the work area is to be filled or left vacant. If the Company elects not to fill a vacancy, they will notify the Union in writing. If a vacancy is to be filled, the posting provisions of Article 15.02 shall apply.

15.02 Job Postings

- i. Vacancies will be advertised for a period of seven (7) calendar days during which time bids will be accepted by Human Resources.
- ii. Vacancies will be posted on the Job Posting Board in the Guard Office on Wednesday and will come down the following Tuesday.
- iii. A representative of the local union may apply for a posted job on behalf of an absent employee. An absent employee may also make application by contacting Human Resources.

- iv. Upon the closing of the seven (7) day posting period, the Company shall notify, in writing **within fourteen (14) days**, the most senior qualified applicant **and the Union**. The applicant will have twenty-four (24) hours to accept or decline the position. If the most senior qualified applicant declines the position or fails to respond within twenty-four (24) hours, the Company will offer the position to the next most senior qualified applicant. \
- v. The vacancy shall be filled by the senior, qualified applicant who accepts the position. The Company shall determine qualifications in a fair and equitable manner.
- vi. The Company will post the name(s) of successful applicants to a posting and provide a copy to the Union.
- vii. Upon acceptance of the position, the Company will provide the Union with a copy of the list of applicants for the posting.
- viii. Employees who wish to tour different departments, as part of making their decision on positions, shall do so on their own time. While it is the Company's intention to provide this tour, there is no guarantee of a tour prior to accepting or declining a position.
- ix. A posting will be required if:
 - a) There is a vacancy in a work area that the Company intends to fill. These postings will be done site wide.
 - b) The Company wishes to change the schedule for a portion of a work area.

These postings will be applicable only to the work area in which the schedule was changed.

- x. A posting will not be required if:
 - a) The Company changes the schedule of an entire work area.
 - b) The Company elects not to fill a vacancy.
 - c) The Company chooses to move employees around in their existing work area.
 - d) The Vacancy is a Special Assignment position.
 - e) The Company chooses to fill the vacancy with a preferred shift.
 - f) A Crew initiates a work schedule change that meets the business needs of the Company, and a Crew vote is conducted by the Union.
- xi. Job Postings will contain the number of vacancies, the job classification, the work area, the current work schedule and the required qualifications.

15.03 New Hires

New hires shall not be eligible to apply for any posting until completion of their probationary period.

15.04 Timing of Transfers

All reasonable efforts will be made by the Company to move successful employees into their new positions within sixty (60) days of being awarded

the position, having regard to the efficiency of the operation. The Company and Union agree to discuss extensions to this timeline on a case by case basis.

15.05 Bidding Restrictions

i. Bidding to a different department

Employees who have been accepted for any such job postings in a different department shall not be eligible to bid for another advertised job for a period of one (1) year from the time of such acceptance.

ii. Bidding within the same department

Employees who have been accepted for any job postings in the same department shall not be eligible to **accept more than two (2) advertised jobs** for a period of **one (1) year** from the time of acceptance **of the first job. If an employee accepts a bid within the department that employee shall not be eligible to bid on a job outside the department for a period of six (6) months.**

iii. General Conditions

The time periods above shall not be used to restrict an employee:

- a) from applying for an apprenticeship,
- b) a preferred shift position,
- c) a training opportunity,
- d) nor from advancement opportunities in higher classifications.

- iv. Employees who have accepted a temporary posting or training opportunity will not be restricted by the timelines above from applying for a permanent posting.
- v. Notwithstanding vacancies for apprenticeships, employees who have been awarded and declined more than one position within twelve months, will be restricted from bidding for any other position for twelve months.
- vi. Bidding restrictions shall not apply to employees displaced due to crew reductions or layoffs.

15.06 Vacancies

A vacancy that is not filled within ninety (90) days, if it still exists, shall be re-posted.

15.07 Transfers

- i. The Company reserves the right to temporarily transfer employees for up to forty-five (45) days from one department to another or from one work area to another. If an employee is temporarily transferred to another work area or department at the request of the Company, the employee's wage rate will be maintained at the wage rate he/she was in receipt of immediately prior to the transfer.
- ii. For temporary transfers exceeding three (3) days the Company shall first seek qualified senior volunteers, and if no volunteers, then the junior qualified employee will be temporarily transferred.

- iii. If an employee successfully bids to a work area in a different department, the wage rate will be commensurate with the skills and knowledge of the employee but in any event not more than two (2) wage grades below that received by the employee immediately prior to the transfer.
- iv. If an employee successfully bids into another work area within the same department, the wage rate will be maintained.
- v. Employees who successfully bid into a work area in a different department will be required to drop two (2) wage rates below the top rate in the new progression for one (1) year. After one (1) year, the employee will move up one (1) wage rate after which time their wage rate will be dependent on their progression in the respective progression program.

Employees who were previously in the progression will be paid a wage rate commensurate with the highest rate previously attained within the new progression – e.g. if the employee previously attained journeyperson status within the mine progression, then they would receive the journeyperson rate again.

- 15.08**
- i. Operators transferring between the Surface Operations Progression Program and the Underground Operations Progression shall receive credit in the following manner:
 - ii. When a Journeyperson Underground Operator transfers into the Surface Operations Progression Training Program, he/she will be granted one (1) year (12 months) of time credit towards the attainment of a Journeyperson

status as a Surface Operator. In other words, he/she will still be required to complete three (3) more full years (36 months) of training per the requirements of the Surface Operations Progression Program to attain Journeyperson Operator status.

- iii. Conversely, when a Journeyperson Surface Operator transfers into the Underground Operations Progression Program, he/she will be granted one (1) year (12 months) of time credit towards the attainment of a Journeyperson status as an Underground Operator. He/she will still be required to complete three (3) more full years (36 months) of training as per the requirements of the Underground Operations Progression Training Program to attain Journeyperson Operator status.
- iv. If the Operator being transferred between programs is not a Journeyperson, he/she will receive time credit towards the attainment of Journeyperson status in the new progression training program as follows:
 - a. 1 year experience – 3 months credit
 - b. 2 years experience – 6 months credit
 - c. 3 years experience – 9 months credit
- v. In all cases the Company shall determine the successful achievement of the necessary skills and qualifications for Journeyperson status as outlined in Article 22.02.

15.09 Preferred Shifts

- i. In recognition of the desirability for preferential work schedules, the Company agrees to post Preferred Shifts in the following areas to allow employees to apply for any such positions, which hereinafter become vacant (number of Preferred Shifts in brackets). For the purposes of this Article, Preferred Shifts shall be 8, 10 or 12 hour Dayshifts only on any day of the week. Current incumbents of such positions are listed in a Letter of Understanding dated May 13, 2021, from the Company to the Union.

ii.

DEPARTMENT	# of Positions
Mine	(5)
Surface	(4)

- iii. Effective on the date of ratification current incumbents are grandfathered in their current positions. Employees' in Preferred Shifts will not be used to fill acting foreperson positions.
- iv. Applicants for the Mine positions must be currently working as a Journeyperson Underground Operator or Underground Journeyperson Tradesperson. Applicants for the Surface positions must be currently working as a Journeyperson Surface Operator or Journeyperson Surface Tradesperson. Notwithstanding Article 15.09 (v) the positions will be awarded to the senior applicant, providing he/she has the physical fitness to meet the normal requirements of the job.

- v. Nothing shall preclude the Company from eliminating these positions as a result of job elimination due to technological, mechanization or automation changes. It is understood that this clause only applies during normal operation of the Company, which includes turnarounds and scheduled shutdowns, but excludes layoffs.
- vi. Both parties acknowledge that the growing number of employees with accommodation requirements can be difficult for the Company, Employees and the Union. For this reason, the parties agree that Employees with permanent accommodation requirements may be placed into Preferred Shift vacancies if they have the seniority to qualify for the vacancy.

ARTICLE 16. PREMIUMS

The Table of Premiums below is for reference purposes only. Please refer to the Article listed or Schedule A for full details

Article	Premium	\$\$	Effective Date
16.01	Shift Differential	\$2.75/hr \$2.80/hr	Dec 29, 2024 May 1, 2025
16.02	Weekend Premium	\$2.00/hr \$2.05/hr	Dec 29, 2024 May 1, 2025
16.03	UG Premium	\$0.40/hr	May 1, 2015
16.04	Mine Rescue / ERT Premium	\$0.10/hr	May 1, 2015
16.05	Borer Operator Premium	\$2.25/hr	May 23, 2021
16.06	Drumcutter Operator Premium	\$1.00/hr	May 23, 2021
16.07	Control Room Operator Premium	\$2.25/hr	May 23, 2021
Schedule A	Lead Hand Premium	\$1.00/hr	May 1, 2015
Schedule A	Acting Supervisor Premium	\$2.00/hr	May 1, 2015
Schedule A	Gas Fitter Premium	\$0.35/hr	May 1, 2015

16.01 SHIFT DIFFERENTIAL

This premium shall not apply to hours worked on an eight (8) hour day shift regardless of start time. Premiums will begin to be paid after completion of an eight (8) hour day shift. For the purpose of applying these premium rates, the expressions “afternoon shift” and “night shift” shall have the meaning attributed to them by the Company in accordance with present practice.

- i. Effective **Dec 29, 2024**, the premium will be increased to **Two Dollars and Seventy-Five Cents (\$2.75)** per hour. Effective **May 1, 2025**, the premium will be increased to **Two Dollars and Eighty Cents (\$2.80)** per hour.

16.02 WEEKEND PREMIUM

Effective Dec 29, 2024, a premium in the amount of **Two Dollars (\$2.00)** per hour shall be paid for all work performed by employees on their regularly assigned shifts on Saturday and Sunday. **Effective May 1, 2025, the premium will be increased to Two Dollars and Five Cents (\$2.05).**

16.03 UNDERGROUND PREMIUM

An underground premium of Forty cents (40¢) per hour will be paid for all hours worked by an employee underground (below Shaft Collar).

Such premiums will not be included in the determination of base hourly rates for the purposes of calculating overtime as per marginal paragraph 14.01.

16.04 MINE RESCUE / ERT PREMIUM

A premium of Ten Cents (\$.10) per hour will be paid for all hours worked by employees who are members of either the UG Mine Rescue or Surface ERT.

16.05 BORER MINER OPERATOR PREMIUM

Effective May 23, 2021, a premium in the amount of Two Dollars and Twenty-Five Cents (\$2.25) shall be paid for all work performed by those operators who have bid into the Borer Operator positions, or who are permanently placed into the role as a result of not enough applicants.

16.06 DRUMCUTTER OPERATOR PREMIUM

Effective May 23, 2021, a premium in the amount of One Dollar (\$1.00) shall be paid for all work performed in the seat by those operators who have bid into the Drumcutter Operator positions, or who are permanently placed into the role as a result of not enough applicants.

16.07 CONTROL ROOM OPERATOR PREMIUM

Effective May 23, 2021, a premium in the amount of Two Dollars and Twenty-Five Cents (\$2.25) shall be paid for all work performed by those operators who have bid into the Control Room Operator positions, or who are permanently placed into the role as a result of not enough applicants.

ARTICLE 17. PUBLIC HOLIDAYS

17.01 The following days will be observed as public holidays during each calendar year: New Year's Day, Family Day, Good Friday, Victoria Day,

Canada Day, Saskatchewan Day, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

The named public holidays will be observed in the following manner:

- i. For those employees working on continuous shift work schedules, the holidays will be observed on the dates on which the holiday falls;
- ii. For all other employees, when any such holiday falls on a Saturday, the preceding Friday shall be considered as the holiday and where such holiday falls on a Sunday, the following Monday shall be considered as the holiday. When Christmas day falls on a Sunday, then the Monday following will be observed as Christmas Day and the Tuesday following as Boxing Day. When Boxing Day falls on a Saturday, then the preceding Friday will be observed as Boxing Day and the preceding Thursday will be observed as Christmas Day.

17.02 The following public holiday provisions shall apply to all employees:

- i. The Company may schedule an employee to work on any Public Holiday that falls on the Employee's regular scheduled workday. For Christmas and Boxing Day, the Company will avoid producing on these days if the production schedule allows for it. The Company will notify the Union and employees thirty (30) days in advance if they intend to produce on these days. If the Company decides to operate,

they shall seek qualified volunteers to work as follows:

- a) those normally scheduled to work those shifts.
 - b) If volunteers who are normally scheduled to work are not available, then qualified employees not scheduled to work those shifts.
 - c) If no qualified volunteers are available, then the Company may assign employees that are normally scheduled to work those shifts in order of inverse seniority to meet the Company's minimum staffing requirements.
- ii. Employees working on a public holiday shall be paid two (2) times their base hourly rate for all hours worked, in addition to the eight (8) hours public holiday pay.
 - iii. Employees working a compressed work week who are scheduled to work on a public holiday but are not required to work by the Company will receive their scheduled hours pay provided that they meet the conditions outlined in 17.04.
 - iv. It is agreed by both parties that certain essential services will have to be maintained during such public holidays. For the purposes of this Article "essential services" will be Powerhouse Operators.

- v. Powerhouse Operators will be required to be present at work during the time of a public holiday. Overtime will be paid as per the CBA.

17.03 Any employee who works on a public holiday will be given the option of another day off without pay in lieu of the public holiday, subject to the mutual agreement of the employee and the Company and provided such agreement is in advance of the day off. The employee must notify the Company of the intention to elect this option prior to the public holiday in question. In the event that an employee has elected to take a day off without pay in lieu of a public holiday worked and no mutually suitable date has been established and taken within thirty (30) days of the public holiday for which the day off is in lieu thereof, the employee's option for the specific day shall be considered waived.

17.04 Employees who do not work on a public holiday will receive eight (8) hours pay as follows and subject to the following conditions:

- i. If any of the holidays fall on an employee's regular scheduled rest day, the employee must, in order to qualify for pay for that holiday, work his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday. Absence due to death in the immediate family, (as defined in this Agreement), on either of the qualifying days shall not disqualify an employee for payment for the holiday. Absence on either the qualifying day before a holiday or the qualifying day after the holiday for reasons of the employee's sickness, accident,

or authorized leave of absence shall not disqualify the employee for payment for the holiday. Absence due to sickness or accident must be proved by a doctor's certificate if required by the Company. Absence on both qualifying days for any reason other than death in the immediate family shall disqualify the employee for payment for the holiday.

- ii. In the event of a layoff, or recall that occurs within three (3) months from the date of layoff, the above named holidays shall be paid provided the employee has worked at least one complete shift during the fourteen (14) calendar day period immediately prior to, or immediately following, the observance of said holiday. If an employee is eligible to receive pay for Christmas Day or New Year's Day under this sub-section, the employee shall also be eligible for the other two (2) holidays which occur during the Christmas - New Year's period (Christmas Day, Boxing Day and/or New Year's Day).
- iii. If any of the Public holidays listed in the marginal paragraph 17.01, fall on an employee's regular scheduled work day, and the employee is not required to work on that day, the employee will receive scheduled hours pay for that day.
- iv. If a public holiday occurs during the employee's annual vacation and the employee would normally have been paid for the public holiday had the employee not been on vacation, the employee will qualify for public holiday pay for that day, or another day taken

in lieu thereof as provided for in Article 17.03, in addition to the employee's vacation pay.

- v. An employee who qualifies for public holiday pay shall receive an amount equal to eight (8) hours pay at the base rate plus shift differential, if any, (but exclusive of any overtime payments) at the rate paid for the last shift worked prior to the holiday.

17.05 Employees not scheduled to work on a public holiday shall have that work week reduced by eight (8) hours for every public holiday occurring in that week for the purposes of calculating overtime pay.

ARTICLE 18. VACATIONS WITH PAY

For purposes of this Article, a vacation year shall be defined as that period commencing July 1 of any year and ending June 30 immediately following.

18.01

Years of Service	Vacation	Pay (Greater of)
Less than 1	10 hours for each month of service	Equal to three-fifty-seconds (3/52) of the total wages earned during the year immediately preceding the date on which the employee became entitled to such vacation, if taken before the succeeding 1st day of July.
1 to less than 8	120 hours	Equal to three fifty-seconds (3/52) of the total wages earned during the year immediately preceding the date on which the employee became entitled to an annual vacation, or three (3) times the number of hours in the normal week of the employee concerned at the basic hourly rate on which the employee spent the most time

		during the calendar month prior to the employee's vacation
8 to less than 15	160 hours	Equal to four-fifty-seconds (4/52) of the total wages earned during the year immediately preceding the date on which the employee became entitled to an annual vacation, or four (4) times the number of hours in the normal week of the employee concerned at the basic hourly rate on which the employee spent the most time during the calendar month prior to the employee's vacation.
15 or more	200 hours	Equal to five fifty-seconds (5/52) of the total wages earned during the year immediately preceding the date on which the employee became entitled to an annual vacation, or five (5) times the number of hours in the normal week of the employee concerned at the basic hourly rate on which the employee spent the most time during the calendar month prior to the employee's vacation.

Employees laid off will not accrue vacation pay during the period of time that they were laid off. This reduction in earnings may impact future vacation pay amounts to less than base rate.

- 18.02** An employee with greater than five (5) years of service with the Company prior to the 1st day of July in any year shall, each year thereafter, be entitled to an additional vacation payment, equal to .6% of the employee's actual annualized earnings or the equivalent used for calculating vacation entitlement as per Article 18.

18.03 In that vacation year that an employee first achieves eight (8) or fifteen (15) years of service with the Company, whether broken or continuous, an employee shall be entitled to a vacation adjustment equivalent to 0.208 days, with pay based on an eight (8) hour day for each full one-half (1/2) month of service between the date the employee achieves eight (8) or fifteen (15) years of service with the Company and the immediately following 30th day of June, to be taken in the period following said anniversary date and June 30 of that vacation year. Although the pay entitlement shall be calculated on the same basis as that detailed in 18.03 above, prorated accordingly, the time entitlement shall be rounded off to the nearest full day.

18.04 The Company retains the right to schedule all or any vacations afforded under this Article. All vacations must be taken at a time satisfactory to the company and will be arranged, when possible in accordance with the wishes of the employees. Plant seniority will be given every possible consideration for the vacation requests received from employees prior to March 1st. It is understood that the requirements of plant shutdowns will take precedence over vacation requests. The smallest period into which an annual vacation may be divided is one (1) calendar week.

18.05 Advanced Vacation

The Company will notify the Union in advance, in writing, of the any advanced vacation request by an employee.

ARTICLE 19. UNION SECURITY

- 19.01** Every employee who is now or hereinafter 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 the commencement of 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.
- 19.02** Notwithstanding marginal paragraph 19.04 below, the Company shall honour a written assignment of wages from the Union on behalf of the employees. The assignments shall be in the form agreed to between the Company and the Union.
- 19.03** Unless an assignment is revoked in writing delivered to the Company, the Company shall remit the amounts assigned to the Union at least once each month, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. If an assignment is revoked, the Company shall give a copy of the revocation to the Union as soon as possible. There shall be no financial responsibility on the part of the Company for fees or assessments of any employee unless there are sufficient unpaid wages of that employee in the Company's hands.

- 19.04** i. The Company shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union Dues in the amount certified by the Union to the Employer to be currently in effect under the Union's Constitution. Such deductions shall be made from each pay period and shall be remitted to the officer designated in writing by the Union. The Company will, at the time of making each such remittance, name the employees from whose pay the deductions have been made and the amount of each deduction, and complete the U.S.W. form R-115.
- ii. Notwithstanding any provisions contained in 19.04 (i) there shall be no financial responsibility on the part of the Company for the dues of any employee unless there are sufficient unpaid wages of the employee in the Company's hands.

19.05 The Company shall also deduct two cents (\$0.02) per hour from the wages of employees in the bargaining unit for all hours worked; and, within two (2) weeks following such deduction, pay the amount as deducted to the "Humanity Fund", United Steelworkers, 234 Eglinton Ave E, 7th floor, Toronto, Ontario. All employee deductions are voluntary and may be cancelled at any time.

19.06 Education and Training Fund

- i. Effective date of ratification the Employer shall administer and forward to the Union the sum of Ten Cents (\$0.10) per hour per employee for each hour worked for education and training of Union members.

- ii. The money shall be made payable to USW Local Union 7552 Education and Training Fund, 325 Fairmont Drive, Saskatoon, SK, S7M 5G7 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

19.07 Pay for Retirees

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

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

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

19.08 The Union agrees to indemnify and hold the Company harmless from any liability or action arising out of the operations of this Article.

19.09 Executive Lists, Office Space

- i. The Union will supply the Company with a complete list of all its Union Officers and Shop Stewards. The Union will notify the Company of the any changes to such list within thirty (30) days of said changes.
- ii. The Company will provide the Union with a furnished on-site office to perform their duties, as per current practice.
- iii. The Company will permit the Union to fly the official USW flag. Such flag must be of a form and size that is acceptable to the Company.

19.10 Pay For Beneficiary

Upon written request from the President of the Union, the Company agrees to deduct one (1) hour pay at each individual employee's base rate from the wages of active employees in the Bargaining Unit and will remit same to the Union in the event an employee in the Bargaining Unit dies in a workplace incident. The deduction will be taken in the first pay period of the month following the fatality. If there is insufficient time between the fatality and first period of the month following the fatality, the deduction will be taken in the next pay period. The sum of money deducted will be presented by the Union to the employee's named beneficiary as provided to the Union. The same will be deducted for any Union employee fatality

at Cory, Patience Lake, Allan, Lanigan, Rocanville, Colonsay and Esterhazy Potash mines.

19.11 Union Orientation

The Union President (or designate) will be permitted two (2) hours with all new employees hired by the Company during the employee's first two (2) weeks of employment to review the CBA, benefit provisions, Grievance Procedure and other Union related information. This will be scheduled by the company and will not be taken from union leave hours.

ARTICLE 20. INDENTURED APPRENTICE TRAINING

20.01 Generally, the Company's apprenticeship training program in effect at the date of signing this Agreement shall be continued. The terms and conditions of apprenticeship contracts shall not be changed unless necessary to comply with relevant statutes or government regulations.

20.02 i. The rates of pay for apprentices shall be in accordance with the following scale and as detailed in Schedule A

1st year	Tradesperson D
2nd year	Tradesperson C
3rd year	Tradesperson B
4th year	Tradesperson A
5th year	Tradesperson (Non-Ticketed)

An employee accepted into an Apprenticeship Program will be paid a wage rate commensurate with his skills and knowledge. In any event, this rate will not be less than two wage grades below that received by the employee prior to his transfer. However, if that rate is higher than the level at which the apprenticeship is identified, the employee shall be “red-circled” until the apprentice reaches the appropriate level in his apprenticeship or equivalent to his rate of pay at the time of transfer. Then the rate of pay will increase commensurate with successful completion of each level of the apprenticeship until Journey person level is attained.

- 20.03** For apprentices absent from the job due to attendance at the provincial apprenticeship school, the Company will pay apprentices their regular pay less the allowance paid from government sources. Such make-up pay is limited to eight (8) hours per day and forty (40) hours per week while in attendance at such school. Should apprentices fail to pass the school term and be permitted to repeat, the Company shall not be obligated to pay apprentices as provided herein while they are repeating their school term.
- 20.04** All vacancies for Indentured Apprenticeships shall be advertised by the Company in accordance with the job posting provisions of marginal paragraph 15.02 of this Agreement.

20.05 Non-Ticketed Rate for Apprentices.

In order to achieve non-ticketed rate, an apprentice must meet 2 of the 3 following criteria:

1. Maximum number of years in the trade as required by the apprenticeship board.
2. All schooling, except for final year, must be completed as required by the apprenticeship board to achieve Journey person status. If an employee is held back in schooling for reasons beyond their control (example, school schedules or quotas fill up before the employee has an opportunity to become enrolled that year), then the Company and Union would discuss. Other circumstances would be discussed on a case by case basis between the Company and Union (example is an employee who enters a program with hours or schooling from previous experience that is recognized by the apprenticeship board)
3. Maximum hours of on the job experience required for the trade as required by the apprenticeship board.

ARTICLE 21. BENEFITS

21.01 The following is a brief summary of the benefit plans, which will be maintained by the Company on behalf of the members of the Union. The official plan texts state exact terms, conditions and limitations and will be the governing factor whenever a question arises. Coverage for Medical, Vision, Dental, and Paramedical are based on allowable expenses. More information on the

following plans can be obtained from the Human Resources Department.

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

New employees will become eligible for the benefits outlined herein in accordance with the requirements of the individual plans listed below. However, employees re-employed in accordance with paragraph 12.05 will be immediately eligible for benefits under this article.

Doctor's notes and medical forms required for Short Term or Long Term Disability, or for returns to work, will be paid for by the Company. Company requested doctor's notes involving an employee's sick time or personal health care hours will be paid for by the employee.

i. MEDICAL AND VISION

MEDICAL

Eligibility

All full-time permanent and temporary hourly employees and eligible dependents are covered from the first day of active employment of the employee. Common-law status will be recognized from the time the Company has been advised in writing.

Benefit

Eligible medical costs as outlined in the contract between the insurance carrier and Nutrien will be paid at a level of benefits of 80% of allowable expenses.

The Company's responsibility is to maintain the designated level of benefit coverages, as outlined in the contract between the insurance carrier and Nutrien as in effect on the date of ratification.

Cost

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

VISION CARE

Eligibility

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

Benefit

Employees and their eligible dependents are covered for 80% of the allowable cost of any combination of eye examinations, eyeglass frames and lenses, contact lenses, and laser eye surgery, per participant during any 24 consecutive months (12 consecutive months for persons under 18 years of age). The following items are excluded from coverage: sunglasses, safety glasses, and any form of eyeglasses purchased for cosmetic purposes.

The combined maximum will be **\$500.**

ii. SHORT TERM DISABILITY

Eligibility

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

Benefit

70% of normal weekly earnings. (Normal weekly earnings equals base hourly rate times the normal hours in the employee's work week.)

Is fixed at the level of benefits the employee was eligible for at the time of disability.

Medical verification will be required in order to receive this benefit.

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

Commences

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

Cost

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

The Plan is to be registered with the appropriate Federal Government department. The benefit

amount will be maintained at the required level for premium reduction under that Plan, and the reduction in Employment Insurance premiums resulting from such registration will be directed towards the Company's portion of the premium cost of the Short-Term Disability Plan.

iii. LONG TERM DISABILITY

Eligibility

All full-time permanent hourly employees on the first day of active employment.

Benefit

A Long-Term Disability Plan, which will provide a total benefit payable of 55% of the employee's base rate at the date of disability to take effect on expiration of the STD plan.

The program will be comprised of two plans:

Plan A

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

Plan B

An employer paid plan at a benefit level of 16.5% of base rate. This plan will be fully

funded by the Company and as such, any benefits received will be subject to Income Tax deductions. Any CPP or other applicable offsets will be proportionately applied to both Plans as outlined in the plan text.

Premiums are reviewed on a calendar year basis and are set based on various factors including experience and expenses within the Plan. A summary of this review will be provided to the Union.

iv. PERSONAL HEALTH CARE HOURS

An employee who has been in the service of the Company for greater than six (6) months but less than one (1) year to the 1st day of July in any year, will be entitled to twelve (12) hours of paid personal health care.

Employees who have completed one (1) or more years of service with the Company as of July 1 of the year in question shall be entitled to paid personal health care hours in accordance with the following schedule:

Years of Completed Service as at July 1st	Hours in Period of July 1st to the Succeeding June 30th
1	16
2	24
3	32
4	60
5 or more	64

Personal health care hours must be taken as part of the required twenty-four (24) hour waiting period before an employee becomes eligible for short-term disability under Article 21 of this Agreement.

Personal Health Care Hours (PHCH) are designed to cover absences from work due to personal or family illness or injury and for medical appointments for the employees and their families (spouse or common-law spouse and dependent children). Use of PHCH shall be approved prior to their use by the employees' supervisors. Approval shall not be unreasonably withheld. A physician's statement verifying illness may be required.

Payment for personal health care hours shall be made on the basis of straight-time pay at the employee's regular base rate.

Personal health care hours may be banked to a maximum of one hundred and twenty (120) hours (at employee's option). All hours, or hours in excess of 120, will be paid out on first pay period after July 1 in a given year.

Personal health care hours which have not been taken or banked on or before July 1 of any year shall be paid off.

In the event an employee leaves the employ of the Company for any reason, unused personal health care hours will be paid out.

v. GROUP LIFE INSURANCE

Eligibility

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

Benefit

Two times annual base earnings payable in the event of death.

Dependent Life Insurance as follows:

Spouse: \$10,000.00

Eligible Dependent: \$7,000.00

Cost

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

**vi. ACCIDENTAL DEATH AND
DISMEMBERMENT**

Eligibility

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

Benefit

Two times annual base earnings.

Cost

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

vii. DENTAL PLAN

Eligibility

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

Benefit

Diagnostic and Preventative Treatment – 100% paid by plan.

Includes oral Examinations, including scaling and cleaning, etc

Basic Services – 80% paid by plan
Includes extractions, fillings, oral surgery, etc

Major Services – 80% paid by plan
Includes inlays, crowns, dentures (new or repairs), etc.

Orthodontia and Restorative – 50% paid by plan
Includes orthodontia, bridgework, dental implants

Annual maximum for all services is \$1,700 per insured individual

Caution: Before starting any course of treatment in excess of \$200, it is recommended that employees have their dentist prepare a “Treatment Plan”, a written report describing the recommended procedure, treatment, costs, etc. The Treatment Plan can be submitted to the insurer in advance and the employee will know the expenses covered before work begins.

viii. PARAMEDICAL COVERAGE

Maximum **\$500** per covered practitioner each calendar year. Covered practitioners include: acupuncturists, chiropractors, massage therapists, naturopaths, osteopaths, physiotherapists/athletic therapists,

podiatrists/chiropractors, psychologists/social workers (combined) and speech therapists.

ix. MATERNITY TOP UP BENEFITS

Maternity Leave will be granted in accordance with the provisions of the Saskatchewan Employment Act.

- a) Permanent full-time and part-time female employees with at least fifty-two (52) weeks of service are eligible to participate in a supplemental unemployment insurance (SUB) plan.
- b) The employee must be in receipt of employment insurance benefits to be eligible for benefits under this plan. The plan covers full time employees who are unable to work because of a health-related reason resulting from childbirth.
- c) The benefit top-up paid will be for a maximum period of eight (8) weeks following childbirth. It will be calculated based on 100% of an employee's regular earnings prior to maternity leave less the employment insurance benefit received by the employee. The employee will be required to provide confirmation of the employment insurance benefit payments to verify the amount received.
- d) Payment of benefit will not be initiated until verification of employment insurance benefits receipts are submitted to Human Resources (this includes the two (2) week waiting period). Payments

made under the plan will be subject to CPP contributions and income tax deductions.

- e) If an Employee is entitled to benefits when they commence a 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.
- f) Employees electing to waive their benefit coverage will have their coverage reinstated when their leave has expired.
- g) Employees continuing coverage will be responsible for paying any employee-paid portion of premiums that they normally would have paid during the leave. Benefit premiums for the remainder of the calendar year in which the leave begins will be prepaid on the last pay before the leave commences. However, if the leave goes into the following calendar year, accrued premiums in the new year will be paid upon return to work.

21.02 Should an employee be laid off, the Company will continue the following benefits for up to six (6) months from the date of layoff: Medical, Life Insurance, Dental and Accidental Death and Dismemberment.

- 21.03** On application by an employee, bereavement leave with pay shall be granted in the event of a death in the employee's immediate family. The period of such leave shall be within the day following the death and the day after **celebration of life**. The employee shall be granted a period of five (5) working days leave for spouse, sons or daughters, mother or father, or four (4) consecutive calendar days leave for mother/father-in-law, brothers, sisters, brothers/sisters-in-law, grandmother/father, grandchildren of the employee and spouse's grandparents.

While on such leave an employee will receive pay equal to the number of hours the employee would have worked for each regularly scheduled working day occurring during the period of such leave.

In the event an employee is required to be a pallbearer at the funeral of another Company employee or retiree, the Company will grant the necessary time off and the employee will not lose pay for their regularly scheduled shift. Paid leave under the terms of this marginal paragraph will not disqualify an employee for statutory holidays but will not be regarded as time worked for the purpose of computing overtime on a work day.

- 21.04** A regular full-time employee who is required to report for jury duty or who is subpoenaed by the Crown to appear as a witness in a civil or criminal proceeding on a work day, on which the employee would normally have worked, will be reimbursed by the Company for the difference between the employee's normal base rate of pay and the jury duty pay or witness fees received for that day. Reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per

week. The employee will be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made.

Time paid for Court Service will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays but will not be counted as hours worked in a work day or work week for the purpose of computing overtime.

21.05 Employees are entitled to other leaves of absence under the Saskatchewan Employment Act. The specific provisions and types change periodically, and employees should consult the Saskatchewan Employment Act or appropriate government website for more information.

ARTICLE 22. WAGES AND TRAINING

- 22.01** i. The Company shall pay basic wage rates to its employees in accordance with the wage scale shown in Schedule A, which forms part of this Agreement.
- ii. An employee's advancement on this wage scale will be dependent on skills the employee has acquired in accordance with the procedures outlined in the Company's prescribed training program.
- iii. The Company will make training available to employees from time to time in accordance with its requirements. The opportunity for training shall be made available in accordance with the seniority provisions of this Agreement.
- iv. The determinations as to whether or not an employee has acquired the necessary skills

and proficiency to warrant promotion shall be made by the Company. This shall be done in a fair and equitable manner.

- v. The Company will review problems arising from this clause with a Committee elected or appointed by the Union.

22.02 i. An employee who elects to enter the Company's prescribed training program which leads to Operator Journeyperson status and is accepted by the Company will be provided with opportunities for sufficient training to acquire that status within a period of forty-eight (48) months provided:

- ii. The employee's acquisition of skills and knowledge during the progression through the training program is satisfactory to the Company.
- iii. The employee does not elect during the term of the training program to forego any training provided by the Company. An employee who elects to forego training during the course of a training program will be maintained at the hourly base rate of the Occupational Classification the employee has attained until such time as the employee elects to re-enter the training program and is again accepted by the Company.
- iv. Upon acceptance to a training program an employee will be slotted at an Occupational Classification commensurate with the employee's skills and knowledge as related to the program being entered.

- v. An employee who is accepted for entry to the training program will normally advance from one Occupational Classification to the next at intervals of not more than twelve (12) months provided the employee successfully demonstrates the qualifications to advance by practical, oral or written examinations from time to time. The Company shall determine qualifications in a fair and equitable manner.

22.03 Joint Training Committee

- i. The Company and the Union recognize the importance of assisting employees to improve their knowledge and skills so that each employee may realize advancement in responsibility and pay.
- ii. To further this goal the Company and the Union shall establish a Joint Training Committee. The Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the Company. The Union members shall be two (2) employees from surface and two (2) from underground, Names of the Joint Training Committee members shall be posted in the workplace.
- iii. The responsibilities of the Joint Committee will be to:
 - a. Review training procedures and guidelines used in job training and advancement programs.
 - b. Review the written, oral and practical examinations which plant supervision

will use to evaluate employee skills and knowledge.

- c. Meet from time to time to discuss problem areas and to make recommendations for changes to the training system.

ARTICLE 23. TECHNOLOGICAL CHANGE

23.01 Technological Change

- i. It is recognized that it is in the interest of the Company and the employees that the Company take advantage of technological change. Both parties also recognize the importance of lessening the effect of such change upon the employment security and the earnings of employees as a result of such change.
- ii. Technological change shall mean a change in work methods or duties as a result of mechanization or automation of equipment which results in the displacement of an employee from his/her regular job.
- iii. The Company will notify the Union of a technological change that affects the employment security or earnings of the employees, as far as possible in advance of the date on which such change is to be effected. Such notice shall be in writing and shall state:
 - a. The nature of the technological change;
 - b. The date upon which the Company proposes to effect the technological change, and,

- c. The names, seniority dates and classifications of the employees affected.
- iv. An employee displaced from his/her job who suffers a reduction of income as a result of technological change shall have an opportunity to fill any vacancy for which he/she has seniority and for which he/she is qualified, and if there is no vacancy, shall have the right to displace employees with less seniority as provided by Article 12.03.
 - a. If an employee is displaced due to technological change, the employee will be paid a wage rate commensurate with his/her skills and knowledge, but in any event not less than one (1) wage grade below that received by the employee prior to his/her displacement due to technological change. It is agreed that this shall not apply in the case of demotions for other reasons including reductions of crews for reasons other than technological, mechanization or automation changes.
 - b. Employees with one (1) or more years of service who are placed in a layoff position or select layoff status as a result of technological change shall receive a severance payment of one (1) week's pay at the employee's base wage rate at the time of layoff, for each completed year of service prior to this layoff, up to a maximum of twelve (12) weeks' pay.

- v. If an employee chooses to accept severance pay, such employee's seniority and employment rights will be terminated.

ARTICLE 24. PAYDAYS

24.01 Insofar as practicable, the Company will schedule paydays on alternate Fridays.

ARTICLE 25. PAY FOR MEDICALS

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

Any cost for medical forms related to this article shall be covered by the Company.

ARTICLE 26 ENTIRE AGREEMENT

26.01 Appendix "A", "B" and "C" and Schedule "A" to this Agreement shall form part hereof and be binding upon the parties hereto.


SIGNATURE PAGE

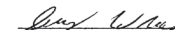
THIS AGREEMENT shall be binding upon the parties hereto and their successors and assigns.

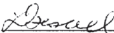
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Bargaining Representatives of
Nutrien, Vanscoy Potash

Bargaining Representatives of
the United Steelworkers,
Local 7552


D. Hanson


J. Wray

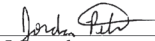

L. Gessell


D. Lévesque

P. Trottier


T. Hodgson

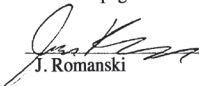
T. Murdock


J. Petryshyn

J. Rusnak


D. Champagne

K. Martin


J. Romanski


K. Bowey


C. Hagen

Q. Lewko


D. Rietdijk

Kimberly Leach

APPENDIX A

Appendix A to the Agreement between Nutrien Vanscoy Potash Operations and the United Steelworkers, CLC, Local 7552, shall be frozen and not payable for the term of the Agreement.

COST OF LIVING ALLOWANCE

1. Each employee covered by this Agreement shall receive a cost of living allowance (COLA) during the term of this Agreement as hereinafter provided.
2. The cost of living allowance shall be based on the Consumer Price Index (all items - base 1961 = 100) published by Statistics Canada (hereinafter referred to as CPI).
3. The cost of living allowance shall be equal to one cent (1¢) for each 0.3 point rise in the CPI as hereinafter determined counting as a full cent any fraction of one-half cent (1/2¢) or more.
4. Adjustments to the cost of living allowance shall be made as follows:
 - (a) Should the CPI for March, 1983 (as published in April, 1983) exceed the CPI for March, 1982 by more than twelve percent (12%), a COLA will be generated to pay one cent (1¢) for each 0.3 point rise in the CPI in excess of twelve percent (12%).
 - (b) The COLA generated by this formula will become payable the first full pay period following publication by Statistics Canada of the official index for March, 1983 and will be incorporated into the hourly base rates in effect at that time as indicated in Schedule A.

5. The parties to this Agreement agree that the continuance of the cost of living allowance will depend upon availability of the monthly Statistics Canada CPI in its present form and calculated on the same basis as the index for November, 1978. If Statistics Canada changes the form or basis of calculating the CPI the parties shall attempt to determine an appropriate index figure by agreement. If agreement is not reached the parties agree to request Statistics Canada to make available for the life of this Agreement a monthly CPI in its present form calculated on the same basis as the index for November, 1978.

SCHEDULE A

Schedule “A” to the Collective Agreement between Nutrien, Vanscoy Potash and the United Steelworkers, CLC, for itself and on behalf of Local 7552, effective **May 1, 2023**.

OCCUPATIONAL CLASSIFICATIONS AND HOURLY BASE RATES

			Effective May1, 2022	Effective May1, 2023	Effective May1, 2024	Effective May1, 2025
Operators	Maintenance and Powerhouse	Current	0.60%	3.70%	3.70%	3.00%
	Journey-person Trades and 2nd Class Steam Engineer (Ticketed)	\$55.54	\$55.87	\$57.94	\$60.08	\$61.88
Journey- person Operator and Journey- person Warehouse	Tradesperson (Non- Ticketed)	\$49.39	\$49.69	\$51.53	\$53.44	\$55.04
Operator A & Warehouse A	Tradesperson A & 3rd Class Steam Engineer	\$44.43	\$44.70	\$46.35	\$48.06	\$49.50
Operator B Warehouse B Dryperson B	Tradesperson B 4th Class Steam Engineer	\$40.33	\$40.57	\$42.07	\$43.63	\$44.94
Operator C Warehouse C Dryperson C Labourer C	Tradesperson C	\$36.18	\$36.40	\$37.75	\$39.15	\$40.32
Operator D Warehouse D Dryperson D Labourer D	Tradesperson D	\$32.24	\$32.43	\$33.63	\$34.87	\$35.92

- i. Lead hand premium shall be \$1.00 per hour above their current base rate.
- ii. Acting supervisor premium shall be Two Dollars (\$2.00) per hour above their current base rate. Only Operator/Tradesperson B and above are eligible for this premium.
- iii. Tradespersons who hold supplemental tickets in their trade, which are recognized by the Company, will receive a premium of Thirty-Five Cents (\$0.35) per hour for all hours worked. For the purposes of this clause the following supplemental tickets apply:
 - a. Welder – valid pressure ticket (See LOU Welder Pressure Ticket)
 - b. Steam Fitter / Pipe Fitter – valid Saskatchewan gas fitter license. To be eligible for the Premium, the Employee will be required to work as a gas fitter as required.
- iv. Employees will be reimbursed for the cost of any licenses, trade certifications, etc. that are required for their trade.
- v. Progression in the Warehouse shall commence with Operator D rate and progress through to a maximum of Journeyperson Operator rate.
- vi. Progression in the Dry shall commence with Operator D rate and progress through to a maximum of Operator B rate.
- vii. Employees who are apprenticed under the Apprenticeship and Tradesperson's Qualifications Act will receive the following rates of pay:

1st Year - Tradesperson D
2nd Year - Tradesperson C
3rd Year - Tradesperson B
4th Year - Tradesperson A
5th Year - Tradesperson (Non-Ticketed)

- viii. An employee accepted into an Apprenticeship Program, will be paid a wage rate commensurate with his skills and knowledge. In any event, this rate will not be less than two wage grades below that received by the employee prior to his transfer. However, if that rate is higher than the level at which the apprenticeship is identified, then he/she shall be "red-circled" until the apprentice reaches the appropriate level in his apprenticeship or equivalent to his rate of pay at the time of transfer. Then the rate of pay will increase commensurate with successful completion of each level of the apprenticeship until Journeyperson level is attained.

APPENDIX B PENSION

Agrium Defined Benefit Pension

i. Minimum Basic Benefit

DB Pension Benefit is currently \$82.25 per month per year of service.

Effective	Increase	Benefit Amount
May 1, 2023	\$2.30	\$84.55
May 1, 2024	\$2.20	\$86.75
May 1, 2025	\$1.50	\$88.25

Any employee retiring between May 1, 2023, and April 30, 2025, will have pension based on the May 1, 2025 pension amount.

ii. Maximum Basic Benefit

An employee hired after May 19, 2000 will be subject to a maximum basic benefit as determined under Section C(i) of Ninety Dollars (\$90.00) /month/year of credited service. The Maximum Basic Benefit shall not increase until it is harmonized with the Minimum Basic Benefit at which point the Maximum Basic Benefit shall be removed.

iii. Agrium Defined Benefit Pension Prior Service

All employees will have their credited service frozen under the Agrium DB Pension plan effective end of day January 1, 2022.

- iv. Future wage increases will be recognized for the earnings-related benefit of the Agrium DB pension plan but will be subject to the maximum basic benefit of \$90 per month as per iii above.

Nutrien Defined Contribution (DC) Plan

i. Eligibility

All **full-time permanent** employees hired after **May 13, 2021** will be immediately enrolled in Nutrien's Defined Contribution (DC) Pension Plan with benefits as described below. **Employees hired prior to May 13, 2021 who joined the DC plan on January 2, 2022 are also eligible.**

ii. DC Pension Plan Benefit

Employee contributions will be calculated as 5.75% of regular straight time wages, exclusive of any and all premiums or benefits, and deducted from each Employee's pay each pay period providing there is sufficient wages to do so.

The Company will contribute an equal amount, 5.75% of regular straight time wages, each pay as referred to above for each Employee in the plan.

APPENDIX D NUTRIEN SAVINGS PLAN

Nutrien will provide Vanscoy employees with a 2.3% Savings plan effective January 2, 2022.

i. Eligibility

All permanent hourly employees enrolled in the Defined Contribution Pension Plan

ii. Benefit

2.3% of base hourly rate of the employee's regular classification.

i. Contributions

The Plan is credited at the end of each pay period of active employment including short-term disability, vacation, and union leave.

Contributions will be continued for a period not to exceed twelve consecutive months for an employee receiving WCB benefits as long as the employee maintains payment of their LTD premiums when applicable.

ii. Investment options are outlined in the plan document.

iii. The plan provides for additional voluntary contributions.

APPENDIX C LETTERS OF UNDERSTANDING

Number	Date	Title
1	Dec 17, 2024 Renewed	Mine Rescue & Emergency Response and Competition Team Training Rates of Pay
2	Dec 17, 2024 Revised	Indentured Apprenticeship Agreement
3	Dec 17, 2024 Revised	Preferred Shift
4	Dec 17, 2024 Renewed	Third Class Steam Engineers
5	Dec 17, 2024 Revised	Summer Students
6	Dec 17, 2024 Renewed	Transfer In The Event of A Permanent Downsizing
7	Dec 17, 2024 Renewed	Company Paid Union Time
8	Dec 17, 2024 Renewed	Welder Pressure Ticket Premium
9	Dec 17, 2024 Revised	Temporary Benefits Subsidy - Employee Long Term Disability Subsidy
10	Dec 17, 2024 Renewed	Non Bid Control Room, Borer, and Drumcutter Operator Premium
11	Dec 17, 2024 New	Arbitrator Rotation

1 - MINE RESCUE & EMERGENCY RESPONSE COMPETITION TEAM TRAINING RATES OF PAY

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

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

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Renewed Date: **Dec 17, 2024**

Competition Team Pay

When a Mine Rescue or Emergency Response competition team member takes part in any training activity leading up to, or following, the Provincial Mine Rescue or Industrial Firefighters Competition at a time other than their regularly scheduled shift, with the exception of temporary shift changes, it will be considered as time worked and they will be paid at overtime rates for all hours as per the CBA. On the actual competition day, team members will be paid eight (8) hours overtime. When applicable, if the day following is used as a travel day, team members will be paid eight (8) hours straight time.

2 - INDENTURED APPRENTICESHIP AGREEMENT

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Revised Date: **Dec 17, 2024**

PREAMBLE

The Company and the Union agree to implement an Apprenticeship Program.

For the purpose of administration of the Program, the following trades are presently considered:

Electrical

Industrial Instrument Mechanic

Heavy Duty Mechanic

Industrial Mechanic

Carpentry

Steamfitter - Pipefitter

Welder

Painter - Decorator

TERM OF AGREEMENT

The duration of the Agreement will be until the expiration of the current Agreement. If neither party sees a need to change the “Letter of Understanding” at that time, then the Agreement shall continue to apply for the term(s) of any subsequent collective agreement(s).

SELECTION PROCESS

To ensure an equitable selection process for all prospective applicants, Marginal Paragraph 12.03 of the Collective Agreement will be used in selecting employees for the Apprenticeship Program. To determine qualifications under Marginal Paragraph 12.03 the following categories will be used:

1) **Education**

The standard for entry into each trade program shall **have the** minimum requirements of the Provincial Apprenticeship Certification Process. Each employee who meets the education requirements will be further assessed on the following categories.

2) **Mechanical Aptitude Test**

Each prospective applicant will be required to write a Mechanical Aptitude Test to determine whether the candidate possesses the aptitude and ability to work in the trade.

3) **Work Record**

Each prospective applicant’s work record will be reviewed to determine attendance and job record. The following item will be used in the evaluation:

- i) Discipline Step System - to include absence without permission, safety violations and any related work infractions.
- ii) **The Company will meet and discuss with the Union if there is a possibility of the employee's work record being an issue.**

All provisions of Article 20 of the Collective Agreement in effect between the parties shall apply in the administration of the Apprenticeship Program. Any dispute arising out of the terms of the Agreement between the parties is subject to the grievance procedure.

RATES OF PAY

An employee accepted into an Apprenticeship Program, will be paid a wage rate commensurate with his skills and knowledge. In any event, this rate will not be less than two wage grades below that received by the employee prior to his transfer. However, if that rate is higher than the level at which the apprenticeship is identified, then he/she shall be "red-circled" until the apprentice reaches the appropriate level in his apprenticeship or equivalent to his rate of pay at the time of transfer. Then the rate of pay will increase commensurate with successful completion of each level of the apprenticeship until Journeyperson level is attained.

Rate of pay for each level of apprenticeship is determined as per the rate of pay in Article 20.02 of the Collective Agreement.

At which level the apprentice is indentured will be determined by the Apprenticeship Branch.

Journeyperson rates of pay will not be given until an employee receives his Journeyperson's Certificate. The pay will be retroactive to the date the employee meets

all requirements for certification up to a maximum of 60 calendar days.

TRAINING ALLOWANCES

Indentured apprentices are granted Leave of Absence to attend scheduled technical training. The scheduled dates are to be the responsibility of the Apprenticeship Branch, in consultation with the Company. While an apprentice is at school he/she will receive remuneration from the Company equal to 40 hours regular pay for each week at school. Payment of wages will coincide with regular pay periods.

If an employee is absent from school for any unauthorized reason, then his/her wages will be reduced in accordance with the number of days he/she is absent, unless he/she is entitled to payment under the Collective Agreement.

APPRENTICESHIP FEES

Under the current fee schedule charged by the Saskatchewan Apprenticeship and Trade Certification Commission, the following fees will be paid by the Company:

- Employer Fee: The Company will pay for the cost to register the employee for apprenticeship training,
- Employee's Tuition fees: The Company will pay for the cost of the weekly tuition fee for technical training,
- Books: The Company will reimburse the employee for any costs associated with books and or manuals which are required for the training,

- **Tradesperson Registration:** The Company will provide reimbursement to an employee who challenges and successfully passes the journeyperson examination.

It will be the employee's responsibility to cover the cost of any other fee not described above.

GENERAL CONDITIONS

- 1) Existing **Tradespersons** (ticketed or non-ticketed) will be given consideration for entry into the Program in another trade only when there is no qualified applicant for the posted apprentice position. Active indentured apprentices cannot apply.
- 2) There will be a six (6) month probationary period in the trade. An apprentice may be removed from the Program and his/her apprenticeship agreement cancelled during such probationary period, for just cause or upon the request of the employee. If the apprentice ceases to be in the Program, he/she shall be returned to the job classification he/she left to join the Program and other employees affected shall also return to their former jobs.

Upon successful completion of the probationary period, the Company will proceed to indenture the apprentice on an Apprentice Agreement. A contract will be signed between the employee, the Company and the Saskatchewan Department of Labour, binding all parties to the conditions set forth by the Apprenticeship and Standards Branch. Time in the trade during such probationary period will be credited to the employee.

- 3) Any apprentice who fails a required training course twice on any level, will be removed from the Program.
- 4) Upon successful completion of the apprenticeship program employees are required to submit proof of certification to the company within 60 calendar days.
- 5) A Standard Evaluation Program will be used throughout the apprenticeship to evaluate the progress of apprentices. The evaluation is to be periodically completed by the immediate supervisor in consultation with the Journeyperson Tradesperson to which the apprentice is assigned to on the job and by instructors at the appropriate training institute. For trades in which no standard evaluation program is available, a program will be developed jointly between designated Company and Union Apprenticeship Committees.
- 6) 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.
- 7) Unsuccessful applicants will be required to re-apply for future postings. Paperwork from a previous application can be used if the new posting is within 365 days of the last posting.
- 8) Apprentices may transfer from one department to another (Mine or Mill) in the same trade subject to the following conditions:
 - i) A transfer can only be done within the first six (6) months of an apprenticeship.

- ii) Transfer can only take place if another opening occurs in the same trade, within the time period outlined in (1).
- iii) All eligible apprentices will be notified of the opening prior to the posting.
- iv) The most senior apprentice will be given first consideration.
- v) Transfer from one trade to another will not be considered at any time during an active apprenticeship term.

3 - PREFERRED SHIFT

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE

WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: August 30, 1996

Revised Date: Dec 17, 2024

For the purposes of this Letter, Preferred Shifts shall be 8, 10 or 12 hour on any day of the week, Dayshift only. The following employees are considered as of **Dec 17, 2024** to be permanent incumbents of those positions listed in Article 15.09

Mine	Lionel Paydli Cal Doering Dave Ponto Trevor McGonigal Michael Resch	Surface	Lionel Paydli Cal Doering Dave Ponto Trevor McGonigal Michael Resch
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4 - THIRD CLASS STEAM ENGINEERS

LETTER OF UNDERSTANDING

Between

NUTRIEN VANSKOY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Renewed Date: Dec 17, 2024

SCOPE

Vanscoy Potash Operations currently requires 2nd Class Steam Engineers to operate its Powerhouse. In the event qualified 2nd Class Engineers are not available, the Company will employ 3rd Class Steam Engineers through the hiring provision of Article 15.02 in the Collective Bargaining Agreement. Any 3rd Class Steam Engineers employed in this fashion will work under a 2nd Class permit, to be issued under The Boiler and Pressure Vessel Act.

The Company and Union agree that 3rd Class Steam Engineers operating under a 2nd Class permit shall be compensated on the same basis as non-ticketed

Tradespersons/Journeyperson Operators until such time that they obtain their 2nd class steam ticket.

3rd Class Steam Engineers shall have twenty-four (24) months from their date of hire to obtain their 2nd class steam ticket. 3rd Class Steam Engineers who fail to obtain their 2nd class steam ticket within this timeframe will return to their previously held position on site or laid off.

TERMINATION OF AGREEMENT

This LOU will terminate with the expiration date of the current collective bargaining agreement unless renewed by both parties. The Company or the Union may also terminate this agreement by giving to the other party thirty (30) days written notice of such intention.

5 - SUMMER STUDENTS

LETTER OF UNDERSTANDING

Between

NUTRIEN VANSKOY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Revised Date: Dec 17, 2024

PREAMBLE

The Company may hire summer students during the traditional university and college summer break for periods not to exceed four (4) months from May 1st to September 1st. Summer students are bargaining unit members but shall not acquire any type of seniority. Student work assignments shall be at the sole discretion of the Company but will not be used to replace full-time employees during periods of layoff or to perform the regular duties of full-time employees who may be forced to use vacation. Mine summer students will not work at the mining face.

The following principles will apply to summer students:

1. The summer students must be registered to attend a post-secondary school.
2. The work period will be between May 1st and September 1st.
3. **Summer Students will receive Group Life Insurance and Accidental Death and Dismemberment benefit coverage as per Article 21.01(v) and 21.01 (vi).**
4. Summer Students will be paid at a rate of 80% of Operator D rate.
5. The number of Summer Students will not exceed 10% of the current workforce.
6. Summer Students will only be allowed to work a maximum of 4 summers.
7. Summer Students will be available to work overtime within the jobs that they are assigned to. They will only be available for overtime outside of their assigned jobs once all qualified full-time employees on-site are exhausted in the department requesting overtime.
8. Summer Students are exempt from Art 19.07 - One Hour Pay for Retirees.

The following are examples of jobs summer students can do:

- General clean up
- Maintaining grass and gardens
- Misc. Painting
- Washing windows and vehicles
- Assisting regular employees with their duties.

TERMINATION OF AGREEMENT

This LOU will terminate with the expiration date of the current collective bargaining agreement unless both parties agreed to otherwise. The Company or the Union may also terminate this agreement by giving to the other party thirty (30) days written notice of such intention.

6 - TRANSFER IN THE EVENT OF PERMANENT DOWNSIZING

LETTER OF UNDERSTANDING

Between

NUTRIEN VANSKOY POTASH

(Hereinafter called the “Company”)

and

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

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the “Union”)

Original Date: May 13, 2021

Renewed Date: Dec 17, 2024

PREAMBLE

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

SCOPE OF AGREEMENT

Prior to filling the permanent vacancy from outside the bargaining unit, the vacancy shall be offered (subject to the below) to a Nutrien Employee that is on recall at any Nutrien

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

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

Where Qualifications and Overall Performance History are relatively equal, length of service shall be given preference. If there are no suitable candidates based on the criteria above, the Company may fill the vacancy from outside the bargaining unit. Upon obtaining a vacancy awarded by the Company, the Employee, and Company will have the following rights:

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

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

TERMINATION OF AGREEMENT

This agreement will expire on **April 30, 2026**, or when a new collective agreement is signed.

7 - COMPANY PAID UNION TIME

LETTER OF UNDERSTANDING

Between

NUTRIEN VANSCHOY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: May 13th, 2021

Renewed Date: Dec 17, 2024

This LOU supersedes Article 8.03 for the term of the Collective Agreement.

SCOPE

The time spent away from the job in investigating and settling disputes by employees delegated by the Union for that purpose shall be considered as time worked. Payment shall be on the basis of straight time. Under no conditions shall overtime rates be paid. Time to be paid for under this shall be limited to three hundred and fifty (350) hours per calendar year.

TERMINATION OF AGREEMENT

This LOU will terminate with the expiration date of the current collective bargaining agreement unless renewed by both parties.

8 - WELDER PRESSURE TICKET PREMIUM

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: May 13th, 2021

Renewed Date: Dec 17, 2024

Schedule A

Tradespersons who hold supplemental tickets in their trade, which are recognized by the Company, will receive a premium of Thirty-Five Cents (\$0.35) per hour for all hours worked.

For the term of this collective agreement the above premium will not apply for the following supplemental tickets apply:

- Welder – valid pressure ticket

TERMINATION OF AGREEMENT

This LOU will terminate with the expiration date of the current collective bargaining agreement unless renewed by both parties.

9 - TEMPORARY BENEFITS SUBSIDY – EMPLOYEE PAID LONG TERM DISABILITY PREMIUMS

LETTER OF UNDERSTANDING

Between

NUTRIEN VANSCHOY POTASH

(Hereinafter called the “Company”)

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the “Union”)

Original Date: May 13th, 2021

Revised Date: Dec 17, 2024

RE: TEMPORARY BENEFITS SUBSIDY – EMPLOYEE PAID LONG TERM DISABILITY PREMIUMS

PREAMBLE

The Parties have agreed to a change in the Long-Term Disability Benefit (new plan). The new plan provides for a 16.5% taxable (employer paid) benefit and a 38.5% non-taxable (employee paid) benefit. Both parties recognize that long-term disability rates are established by the insurance carrier and are based primarily on plan experience.

Due to historically poor LTD plan experience, the long-term disability rate for the non-taxable (employee paid) portion

of the new plan is 6.531% for 2021. The rates for future years will be determined by the carrier, based primarily on Vanscoy's plan experience from year to year.

Due to the current high cost of the non-taxable (employee paid) LTD premium, Nutrien is prepared to offer a Temporary Benefits Subsidy to offset the cost for employees.

Both parties have a mutual interest in keeping long-term disability premiums as low as practically possible. To this end, both parties agree to work collaboratively in an effort to explore practical options for reducing premiums.

TEMPORARY BENEFITS SUBSIDY

The subsidy will be **retroactive and** paid to employees **within 60 days** following **ratification**.

	January 1, 2024 (retro)	January 1, 2025	January 1, 2025
Non Taxable Rate (Employee Pays)	Plan A LTD Premium Cap	Plan A LTD Premium Cap	Plan A LTD Premium Cap
Temporary Benefits Subsidy Amount (paid to employees).	Full premium rate above 3.0%	Full premium rate above 3.0%	Full premium rate above 3.0
Net cost to Employee	Full premium up to 3.0%	Full premium up to 3.0%	Full premium up to 3.0%

Each year in Q4, Nutrien will communicate the non-taxable employee paid LTD rates to the Union and Employees. At such time, Nutrien will also adjust the Temporary Benefits Subsidy amount to take effect the first pay period of the following calendar year.

The Temporary Benefits Subsidy will be paid to employees through payroll on each pay-cheque. The Temporary Subsidy is a percentage of base earnings and is payable to employees as long as the employee is paying LTD premiums during the term of this Agreement.

The Subsidy Amount will be treated as income and is subject to normal statutory deductions.

LONG-TERM DISABILITY PARTNERSHIP

The Company and Union agree to work together through the term of this Letter with the aim of developing and executing strategies to reduce long-term disability premiums.

Nutrien is committed to:

- Hosting an annual meeting with our site Accommodation Advisory Committee, our corporate benefits department and third-party benefits consultant for the purpose of reviewing annual long-term disability plan performance and premiums.
- Arranging for an annual meeting with the Vanscoy Accommodation Advisory Committee, corporate benefits department and our insurance carrier's disability management team for the purpose of reviewing disability management metrics and discussing strategies and best-practices to improve Nutrien Vanscoy's return to work program.

The Union commits to:

- Actively assist the Company in its efforts to reduce long-term disability premiums by jointly promoting return to work programs, supporting the Accommodation Advisory Committee, and encouraging members to return to work when it is safe to do so.

TERMINATION OF AGREEMENT

This LOU will expire on April 30, 2026, or when a new collective agreement is signed.

10 - NON BID CONTROL ROOM, BORER, AND DRUMCUTTER OPERATOR PREMIUM

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

UNITED STEEL, PAPER AND FORESTRY,

RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Dated: September 1, 2021

Renewed: Dec 17, 2024

When any certified operator other than those that bid into these posted positions operate the Control Room, Borer, and Drumcutter, they shall be paid Fifty Percent of the premium. The senior qualified operator on the crew shall have the first opportunity to operate.

Termination of Agreement

This LOU will terminate with the expiration of the current collective bargaining agreement unless both parties agreed to otherwise.

11 - ARBITRATOR ROTATION

LETTER OF UNDERSTANDING

Between

NUTRIEN VANS COY POTASH

(Hereinafter called the "Company")

and

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

INTERNATIONAL UNION

(UNITED STEELWORKERS)

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: Dec 17, 2024

The parties agree to utilize the following arbitrator rotation for the purposes of Article 13.05ii which shall take precedence over the arbitrator rotation currently in the Collective Agreement.

- 1. Scott Walsworth**
- 2. Ken Norman**
- 3. Eric Cline**
- 4. Dan Shapiro**
- 5. James Casey**

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

This LOU will terminate on April 30, 2026, or until a new collective agreement is signed.

2025

APRIL

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AUGUST

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DECEMBER

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2026

APRIL

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18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
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AUGUST

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31																					30	31					

DECEMBER

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		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		



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United Steelworkers Local 7552