

Collective Agreement

Between



MOSAIC POTASH COLONSAY ULC

and



United Steelworkers Local 7656



Effective May 1, 2024 to April 30, 2027

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THIS AGREEMENT

made this **12th** day of **March, 2025**

BETWEEN:

MOSAIC POTASH COLONSAY ULC

a corporation licensed to carry on business in the Province of Saskatchewan, hereinafter called the "Company".

Party of the first part

and

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

for itself and on behalf of its Local No. 7656, a voluntary non- incorporated association of employees, hereinafter called the "Union".

Party of the second part

In the spirit of co-operation the parties hereby mutually agree as follows:

GENERAL PURPOSE

The general purpose of this Agreement between the Company and the Union is to establish rates of pay, hours of work, a procedure for the prompt settlement of grievances and other conditions of employment as put forth in this Agreement. It is also intended to promote a harmonious industrial relationship in accordance with the Laws of the Province of Saskatchewan.

ARTICLE 1

Recognition and Definition

- 1.01** The Company recognizes the Union as the sole certified representative of employees. The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees of Mosaic Potash Colonsay ULC at its Potash Mine near Colonsay, Saskatchewan save and except the Manager, Superintendents, Assistant Superintendents, their Confidential Secretaries and Confidential Assistants, Foremen, Supervisors, Coordinators, Occupational Health Nurse, Safety & Environmental Technician, Chief Engineers, Engineers, employees covered by other collective bargaining agreements and any other person having and regularly exercising management functions or employed in a confidential capacity.
- 1.02** Supervisory personnel will not perform work normally done by a bargaining unit employee except in cases of training, experimentation, demonstration, or emergency.
- 1.03**
- (a) The Company shall have the right to contract in/out work provided such contracting in/out will not result in bargaining unit employees being laid off, displaced, demoted, or denied a promotion to a vacancy.
 - (b) The Company shall have the ability to utilize contractors in place of an employee when: the laid off workforce does not possess the skills and abilities required to safely perform the work; or to fill a vacancy where the current workforce does not possess the skills and abilities required to safely perform the work.
 - (i) The length of time a contractor may be used in this instance will be limited to a maximum duration of six (6) months total service. This time limit may be extended by mutual written agreement between the Company and the Union.
 - (ii) Contractors filling these roles will work on the same crews and schedules as the employees they are filling a vacancy for and will attend all crew and safety meetings as the crew they are working on.
 - (iii) Such individuals will not represent more than ten percent (10%) of the crew in the area they are working. The Company and Union may mutually agree to waive this provision.

- (c) During periods of layoff, subject to the provisions above, contractors will not perform work that bargaining unit members are qualified to perform and have performed in the past.
- (d) In an effort to maximize employment opportunities for the employees at Mosaic Potash Colonsay ULC the Company will be guided by the principle that work capable of being performed by bargaining unit employees will be performed by bargaining unit employees where it is reasonable to do so.
- (e) The Company will, prior to the issuing of any contract for work on site, in the case of an emergency, as soon as reasonably possible, notify the Union of the specific job that has been identified to be done, the anticipated number of people to be employed, name of the contractor once selected, estimated shifts to be worked and the anticipated duration thereof.

With regard to contracts issued for work off site, the company will meet from time to time with the Union to review the issuance of such contracts.
- (f) Upon receipt of the notice above, the Union may request a meeting with the Company to discuss the information provided.
- (g) The Company and the Union will establish a joint committee to review contracting in/out practices. The committee will meet once per quarter. The joint committee will be composed of four (4) representatives of the Union and four (4) representatives of the Company and shall include management and union representatives who are familiar with trades work and contracting practices. The committee shall make periodic recommendations to the parties respecting contracting of work.

The terms of reference of the Committee shall be:

 - (i) to establish a list of work that has historically been contracted in/out;
 - (ii) to preview work expected to be contracted in/out and explore possible alternatives taking into consideration the surrounding circumstances including but not limited to the efficiency of the operations, the urgency of the work to be performed and the availability of equipment, skills and manpower;
- (h) In the case of emergency work performed by contractors or supervisors; the Company will provide a list of the work performed during the emergency.

ARTICLE 2

Management

- 2.01** The Union agrees that the Company has exclusive right:
- (a) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of its mines, mills, shafts, shops and

working places, the methods of production, schedules of production, kinds and locations of equipment, machines and tools to be used, and the number and classification of employees required by the Company at any place from time to time.

- (b) To make reasonable rules of conduct and procedure for employees and to maintain order, discipline and efficiency, to hire, discharge, classify, train, transfer, promote, demote, layoff, suspend or discipline employees; provided, however, that if any employee believes that they have been dealt with unjustly, unfairly or inequitably in the application of the foregoing rights as set out in this clause (b) or if such application is in conflict with the provisions of this Agreement they may have the matter dealt with under the Grievance Procedure.

ARTICLE 3

No Harassment & No Discrimination

This Article is not intended to limit access to rights or provisions under the *Saskatchewan Employment Act*.

- 3.01** The parties agree that there shall be no discrimination against any employee with regard to race, religion, creed, colour, sex, sexual orientation, family status, marital status, disability, physical size or weight, age, nationality, ancestry, place of origin, disclosure of medical history, or receipt of public assistance, **membership or non-membership in any lawful union.**
- 3.02** The parties also recognize the right of all 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.

ARTICLE 4

Grievance Procedure

- 4.01** It is agreed that the settlement of any grievance shall not conflict with the provisions of this Agreement. Such settlement shall be binding on the Company, the Union and the employee(s) concerned but it shall not be construed as a precedent in respect to any other grievance.
- 4.02** Should any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is arbitrable arise between the Company and the Union or between the Company and any employee, an earnest effort shall be made to settle such difference in the following manner:

Stage One

- 4.03** An employee and Shop Steward are urged to settle any complaint or dispute with the employee's immediate supervisor before proceeding with the written Grievance Procedure.

Stage Two

- 4.04** The employee (accompanied by a Steward in their department, or if unavailable, the next most available Steward) may, provided it is done within fifteen (15) days after the occurrence or discovery of the alleged grievance, present the written grievance to their immediate supervisor or someone designated by them to handle such matters at Stage Two. The immediate supervisor, or their designated representative, may be accompanied by other officials of the Company and they shall give their decision in writing within ten (10) days from the time when such grievance was presented to them, and if the matter is not satisfactorily disposed of, then

Stage Three

- 4.05** Notice in writing requesting further consideration of the matter may, within ten (10) working days after the decision at Stage Two has been or should have been given, be given by the Grievance Committee to the Department Head (or designate). If the Department Head (or designate) is unavailable, the notice shall be given to the Human Resources Manager or someone designated by them to handle such matters at Stage Three. The written grievances shall be presented at Stage Three by not more than three (3) members of the Grievance Committee, one (1) of whom may be the Shop Steward and one (1) of whom may be the local Union President accompanied, if they so desire, by a Staff Representative of the Union. The Manager, or their designated representative, may be accompanied by other officials of the Company. The employee(s) making the complaint shall be present at this meeting if the Company or the Union so requests. The Stage Three meeting will be held within ten (10) days from the date upon which the Manager received written notice of the matter as above set forth and they shall give their decision in writing on behalf of the Company within five (5) days after such meeting.

If a Grievance Committee member is required to attend a meeting under this clause they shall receive their basic hourly wages for time spent in attendance at the meeting. Such time outside a member's regularly scheduled shift will not be considered as time worked for the purposes of calculating overtime, unless approved by the Company.

Group Complaints

- 4.06** In the event that two (2) or more employees have complaints as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is arbitrable which are sufficiently common in nature that they may be conveniently dealt with together, such complaints shall constitute a group grievance and it shall be submitted at Stage Two. A

grievance involving two (2) or more employees shall be presented by not more than two (2) of those in the group directly concerned. The Union shall identify on the grievance the names of the aggrieved employees on the grievance form at Stage Two. Nothing in this article shall prevent an individual from filing a grievance on the same issue should the individual be left off the group grievance.

General Provisions

- 4.07** Any difference which arises directly between the Union and the Company as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is arbitrable may be submitted in writing by either of the parties to the other. Within five (5) days following receipt of this notice, there shall be a meeting between the Grievance Committee of the Union, accompanied by a Staff Representative of the Union, and representatives designated by the Company. The reply from one of the parties to the other shall be given within five (5) days after such meeting. If no settlement is reached, the difference may be submitted to arbitration according to the provisions of Section 4.10 of this Agreement.
- 4.08** Each step to be taken under the procedures set forth in this Article (including any reference to arbitration) and in the Article relating to Discharge and Suspension Cases shall be taken by the party concerned within the time limit set forth, or the matter shall be abandoned by mutual written agreement between the Company and the Union.
- 4.09** Any and all time limits, including the time limits in Stage One, fixed by this Article for the taking of action by either party or by an employee may at any time be extended by mutual agreement in writing.
- 4.10** In the event that any difference as to the interpretation, application, administration or alleged violation of the provisions of this Agreement including any question as to whether any matter is arbitrable shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of the Management Representative at Stage Three be referred to arbitration as hereinafter provided. If no decision has been given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.
- 4.11** In filing a grievance, public holidays and the grievor's scheduled days off, vacation days and floating holiday, and in responding to a grievance, public holidays and the supervisor's scheduled days off, vacation days and floating holiday, shall not be counted in determining the time within which any action is to be taken in each of the three stages of the Grievance Procedure or under Section 4.07 of these General Provisions.

Stewards and Grievance Committee Members

- 4.12** The Union may choose Stewards to assist in processing grievances and to otherwise represent the Union. Their number in the aggregate shall

not be more than one (1) for each fifteen (15) employees.

- 4.13** If it is necessary for any Steward or Grievance Committee Member to take time off during working hours to investigate or attempt to settle a grievance, they will make mutually satisfactory arrangements with the Foremen or Supervisors concerned. A Steward or Grievance Committee Member shall not suffer loss of pay for time spent in the performance of these duties during their regular working hours.
- 4.14** The Union shall notify the Company in writing of the names of Stewards or Grievance Committee Members from time to time appointed or elected and the Company shall not be required to recognize any Steward or Grievance Committee Person not named in such a notice.

ARTICLE 5

Arbitration

- 5.01** In any case in which an arbitration shall be required under this Agreement, the Union and the Company shall attempt to agree upon an arbitrator within ten (10) days from the date of the receipt of notice of arbitration.
- 5.02** An arbitrator shall be selected from the panel in section 5.03 of this Agreement after Stage 3, based on a random draw which takes place with both the Company (HR) and Union (Grievance Chair) present. The draw shall include a draw for the appointed arbitrator, and an alternate arbitrator. If the arbitrator who is drawn is unable or unwilling to act, the alternate arbitrator shall be asked to act. If the alternate is unable or unwilling to act, then the Company and Union shall draw from the remaining names.
- 5.03** For the duration of this Agreement, the panel of arbitrators shall be:
- John Comrie
Susan Barber
Ted Koskie
Larry LeBlanc
- 5.04** Each grievance submitted to arbitration shall be heard separately unless otherwise agreed to between the parties.
- 5.05** Arbitrations shall be heard at Saskatoon or at such other place as the parties shall mutually agree upon in writing.
- 5.06** The issue(s) raised in the written grievance and in the written reply thereto or, in the case of a difference directly between the Union and the Company, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party shall be presented to the arbitrator and their award shall be confined to such issue(s).
- 5.07** Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other

party and to present arguments orally and/or in writing.

- 5.08** The expenses of the arbitrator and of the place of the hearing shall be borne in equal shares by the Union and the Company.
- 5.09** Witness fees and allowances shall be paid by the party calling such witnesses.
- 5.10** No costs of arbitration shall be awarded to or against either party.
- 5.11** The decision of the arbitrator as to the facts and as to the meaning or application of the provisions of the Agreement shall be conclusive and binding upon all parties concerned but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement. However, the arbitrator may, before the close of the hearing of a discharge grievance, request that the Company and the Union make a further attempt to settle such grievance.

ARTICLE 6

Discipline, Discharge and Suspension

- 6.01** No employee shall be disciplined without just cause and without being apprised of the issue prior to any disciplinary action being taken.
- 6.02** It is agreed that sufficient time will be required by the Company to investigate cases where disciplinary action may be required, however, once the appropriate level of discipline has been established, copies of all disciplinary notices will be given immediately to the employee, their Shop Steward and the local Union President.
- 6.03**
- (a)** The Company has sole discretion to send an employee home with pay or retain the employee at work while a discipline investigation is being conducted.
 - (b)** Upon completion of the discipline investigation, should the investigation determine a suspension is warranted, the suspension will be served without pay.
 - (c)** If it is determined during the grievance procedure that the employee should not have been disciplined or was excessively disciplined, then the employee will be paid any lost wages.
 - (d)** Any meeting with the employee regarding any potential discipline will have a Shop Steward **or Union Executive member** present.
 - (e)** However, an employee may be suspended from active work without pay where such suspension is for an act of gross misconduct.
 - (i)** For the purpose of clarification some examples of improper behaviour which will be deemed to be gross misconduct are: assault, gross insubordination, being under the influence of alcohol or drugs, and unauthorized removal of Company or employee's property.

- 6.04** A Shop Steward **or Union Executive member** shall be present when a meeting is held for the purpose of presenting discipline of any kind.
- 6.05** If an employee believes that they have been discharged or suspended without just and sufficient cause, the matter shall be presented at Stage Three of the Grievance Procedure within five (5) days after written notice of such suspension or discharge has been given and not otherwise. If unresolved after this hearing, the discharge grievances will be placed at the top of the pending arbitration list.
- 6.06** A grievance filed in accordance with Section 6.05 may be resolved in the Grievance Procedure or at arbitration by confirmation of the discharge or suspension or by reinstatement of the employee without loss of seniority or wages or by any settlement as seems just and reasonable in all the circumstances or as determined by the arbitrator.
- 6.07** Six (6) months from the receipt of a verbal warning – written record notice by an employee and provided the employee does not receive another warning for a similar offense during this six (6) month period, this warning shall be stricken from the employee's record.
- 6.08** Nine (9) months from the receipt of a written warning notice by an employee and provided the employee does not receive another warning for a similar offence during this nine (9) month period, this warning shall be stricken from the employee's record.
- 6.09** Twelve (12) months from the receipt of a suspension notice and provided the employee does not receive another suspension for a similar offense during the twelve (12) month period, this notice shall be stricken from the employee's record.
- 6.10** Eighteen (18) months from the receipt of a suspension notice for gross misconduct and provided the employee does not receive another suspension for a similar offense during the eighteen (18) month period, this notice shall be stricken from the employee's record.

ARTICLE 7

No Cessation of Work

- 7.01** The Union agrees that there shall be no strike, stoppage, slowdown or restriction of output during the life of this Agreement.
- 7.02** The Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 8

Seniority, Layoff, Recall, Severance & Termination of Employment

8.01 **Seniority**

- (a) The Company and the Union agree that, subject to the requirements of the operations, job opportunity, shift assignment and job security should

increase with an employee's length of service with the Company.

- (b) In any case of training or promotion, the senior employee shall be entitled to preference.
- (c) There shall be one (1) type of seniority, namely: Company Seniority.
- (d) The "Company Seniority" of an individual in the employ of the Company means the length of continuous service with the Company since the date of last hiring, except as expressly provided herein.

Where two or more employees have the same hire date, then the order of seniority shall be determined by a random draw of names. Where practicable, all employees in the random draw will be present during the selection. **A member of the Union Executive shall be present during the random draw.**

- (e) Seniority lists shall be revised and posted during the months of April and October. A copy of the seniority list will be supplied to the Union and will be posted for a period of three weeks.

8.02 Shutdown (Six (6) Days or Less)

- (a) In the event of any shutdown of six (6) days or less, selection of employees to be retained and scheduling of work will be done by the Company in consultation with the Union. The Company will select and schedule work in a manner to expedite the work and return the operation back to normal as early as possible. Seniority will be given consideration in the selection of employees but does not prevent the Company from scheduling work should senior employees not have the qualifications to perform the work to be done.

8.03 Temporary Layoff (Seven (7) Days to Nine (9) Weeks)

When the Company deems it necessary to reduce the work force for a layoff expected to last in excess of six (6) days and less than nine (9) weeks, the following procedure will be followed:

- (a) Official notice of temporary layoff and anticipated recall date will be given to the Union, in writing, and the Company will immediately thereafter provide notice to affected employees confirming the layoff.
- (b) The Company will give notice to affected employees, regardless of seniority, as follows:

Length of Layoff	Notice to be provided
Over six (6) days and up to four (4) weeks	Two (2) weeks
Over four (4) weeks and up to nine (9) weeks	Four (4) weeks

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

- (c) The Company and Union will meet within one (1) week of the announcement of a temporary layoff and will discuss the positions the Company has determined will be required during the layoff. Work during

a temporary layoff shall be allocated by the Company as required, on the basis of seniority, from those who possess the minimum qualifications and ability to perform the work.

Employees required to work during a temporary layoff shall have their notice rescinded. Employees can choose to decline to work during a temporary layoff without, in any way, impacting their recall rights provided operational needs can be met by a less senior qualified employee.

- (d) Employees will be recalled, as required, on the basis of seniority and qualifications.
- (e) Senior employees, who have been displaced from their position due to a temporary layoff will be given the opportunity to work in a position for which they possess the minimum required skills. In such circumstances, the employee will be given a familiarization period equivalent to ten percent (10%) of the length of layoff to demonstrate the ability to perform the work. If the employee is able to perform the required work, the Company shall retain the employee in the position and the most junior employee will be placed on layoff.

Employees assigned to work in a position other than their regular position will receive the higher rate of pay, either for the position they are currently working in or their regular position.

8.04 Indefinite Layoff (layoff in excess of nine (9) weeks but less than one (1) year)

When the Company deems it necessary to reduce the workforce for an indefinite period of time, greater than nine (9) weeks but less than one (1) year, the following procedure will be followed:

- (a) Official notice of layoff will be given to the Union in writing and the Company will, within five (5) days thereafter, provide notice to affected employees confirming the layoff.
- (b) The Company shall provide notice, or pay in lieu of notice, as follows:

Period of Employment	Notice to be Provided
Less than three (3) years	Two (2) weeks
More than three (3) years but less than five (5)	Four (4) weeks
More than five (5) years but less than ten (10)	Six (6) weeks
More than ten (10) years	Eight (8) weeks

The Company may elect to pay base rate for a portion of notice period in respect of which notice was not given. Period of employment will be considered from date of first hire regardless of any break in service.

- (c) The Company and Union will meet within one (1) week of the announcement of an indefinite layoff and will discuss the positions the Company has determined will be required during the layoff. Work during

an indefinite layoff shall be allocated by the Company as required, on the basis of seniority.

- (i) Employees will first be assigned to the position they held at the time layoff notice was given.
- (ii) If such position is not available then the employee will select any position provided they have the seniority and qualifications.
- (iii) If such position is not available then the employee will be provided the opportunity to choose a position for which the employee meets the minimal skills and abilities. In this instance, the employee will be given a training period, not to exceed thirty (30) calendar days. The training period may be extended upon mutual agreement. If the employee cannot perform the duties of the position within the thirty day period, the employee will be placed on layoff until a position comes available for which they are qualified or can train.

Employees required to work during an indefinite layoff shall have their notice rescinded.

- (d) Employees will be recalled, as required, on the basis of seniority and the qualifications and ability to perform the work required.

Employees recalled for vacation coverage, or work of a short duration, can decline such recall without, in any way, impacting their recall rights.

Where all employees are being recalled and returned to work, employees will normally be recalled to the position they held at time of layoff.

- (e) Employees, who have been displaced from their regular position, will receive the rate of the position they are working in. If the position rate is lower, the employee will retain their position rate at the time of layoff for a period of one (1) year from the date of notification after which time the employee will transition to the lower rate.
- (f) The Company may choose to implement a voluntary separation program. The Company will consult with the Union to determine the details of this program and employees who will be offered voluntary separation.
- (g) Nothing contained in this Article (8.04) shall prohibit the Parties from exploring other considerations affecting indefinitely laid-off employees.

8.05 Recall Procedure

- (a) Employees will be required to provide, and keep current, all methods of contacting them during periods of layoff including mailing address, email address, and cellular phone which shall be shared with the Union.
- (b) The Company may choose any means of most effectively and efficiently recalling employees and will provide a reasonable period of time, not less than seventy-two (72) hours in any circumstances, for employees to respond to a notice of recall.
- (c) As soon as possible, before a recall, the Company will provide to the Union a list of employees to be recalled, the anticipated positions to

which they are being recalled and the date on which the Company intends to issue the recall notice.

- (d) Upon receipt of the information above, the Company shall meet with the Union to discuss any concerns or issues arising from the information presented and determine if any alterations need to be made to the notices of recall before they are issued.
- (e) Unless otherwise indicated above, employees who decline a recall, or do not respond to the Company as indicated in the notice of recall, or do not return to work when recalled from an indefinite or permanent layoff within thirty (30) days of notice of recall, will be considered to have voluntarily resigned their position. In all circumstances, the Company must demonstrate that a reasonable attempt to contact the employee was made.
- (f) Employees assigned to work in a position other than their regular position will receive the rate of the position they are working in. If the position rate is lower, the employee will retain their position rate at the time of layoff for a period of twelve (12) months from the date of notification after which time the employee will transition to the lower rate.
- (g) Where an employee has been recalled for work which they are qualified and senior to perform and work subsequently arises that is either work for which they hold a current posting, have held a posting or have been trained for, the Company will re-assign that person to such work provided the work lasts for four (4) days or more.
- (h) Employees recalled for vacation coverage or work of a short duration can decline such recall without, in any way, impacting their recall rights.
- (i) An employee who returns to work for any length of time from a layoff will have their layoff notice rescinded and all recall rights reset.

8.06 Permanent Layoff

- (a) A layoff will be considered permanent when:
 - (i) an indefinite layoff, as defined above, exceeds one (1) year; or,
 - (ii) the Company knows, at the time of layoff, that the period of idling will exceed one (1) year.
- (b) If notice was already provided due to the commencement of an indefinite layoff, no additional notice, or pay-in-lieu of notice, will be required. Notice provisions will be as outlined in 8.04(b) or as provided by law, whichever is greater.
- (c) The process for determining employees to remain at work, assigning work, and recalling employees, will be as outlined in 8.04 and 8.05 above.

8.07 Termination of Employment

- (a) Employment will be considered terminated, when an employee:

- (i) voluntarily resigns, or
- (ii) is terminated for just cause, or
- (iii) fails to return to work immediately upon completion of an authorized leave-of-absence, unless they give reason satisfactory to the Company for such failure to return to work, or
- (iv) works for another employer while absent from employment with the Company whether the employee is on approved leave-of-absence or otherwise except when the Company approves such work, or except in a case of layoff for lack of work.

8.08 Severance

- (a) Severance pay will not be paid to any employee who terminates employment as outlined in 8.07(a).
- (b) An employee permanently laid off will have the option to:
 - (i) remain on layoff with recall rights; or,
 - (ii) elect to take severance pay as follows:
- (c) Employees who are permanently laid off and elect severance pay shall be paid severance pay at the rate of one (1) week's pay per full or partial year of employment at the employee's rate of pay at the time of layoff.
- (d) Upon acceptance of severance pay, an employee's seniority and employment rights will be terminated.
- (e) An employee must choose to select this option for severance within twelve (12) months from the date a permanent layoff is determined or this option to select severance pay is withdrawn.
- (f) After twelve (12) months, permanently laid off employees who have elected to remain on layoff with recall rights will no longer have the option to elect severance.
- (h) Permanently laid-off employees who choose to remain on layoff with recall rights, will lose recall rights and will have their employment ended without any severance if the employee has been laid off for:
 - (i) twelve (12) months where the employee has less than one (1) year of company seniority at the date of layoff;
 - (ii) twenty-four (24) months where the employee has one (1) year but less than five (5) years of company seniority at the date of layoff;
 - (iii) forty-eight (48) months where the employee has five (5) years but less than ten (10) years of company seniority at the date of layoff;
 - (iv) sixty (60) months where the employee has more than ten (10) years of company seniority at the date of layoff.

8.09 Concepts for the Placement of Displaced Employees

- (a) The process for relocating a displaced employee will be based on the employee's seniority and qualifications. A permanently displaced Employee will be permitted the choice to select any job in any department provided they have the seniority and qualifications to do the

normal requirements of the selected job. A familiarization and/or training period of up to **thirty (30)** days will apply. If the Company determines, after the **thirty (30)** days, that the Employee does not possess the qualifications to perform the normal requirements of the job, this process will be followed until the employee's seniority and qualifications place them.

- (b) Should the displacement result in a reduction in the workforce, the impacted employee(s) will be permanently laid off and Article 8.08 will apply.

ARTICLE 9

Job Posting – Bid Positions

9.01 The following positions will be posted site-wide and will be bid positions:

- (a) Maintenance 1
Maintenance 2
Maintenance 3
Maintenance 4
Technical
Clerical
Rehab 2
Hoist Operator
Heavy Equipment Operator
Shaft Operator 2
Scale Operator
Process Operator
Miner Operator
Rehab Miner Operator

- (i) Employees bidding to these positions must possess the required qualifications.
- (ii) **Members bidding on Hoist Operator and Heavy Equipment Operator will be given the necessary training to qualify for these positions.**
- (iii) **All UG Production shifts will have a Red/Green or Orange/Blue shift designation.**
- (iv) **All Surface Production shifts will have an A/B or C/D shift designation.**
- (v) **All Shift Hoist positions will have a Red/Green or Orange/Blue shift designation.**
- (vi) **All Process Lab Technician/Sr. Chemist positions will have an A/B or C/D shift designation.**
- (vii) **All Powerhouse positions will have an A/B or C/D shift designation.**
- (viii) **All other bids shall contain the shift designation and work**

area.

(ix) All Loadout positions will have an A or B shift designation.

(b) Home Base Location

Employees within the Maintenance 1 classification will have the opportunity to bid to a home base when the Company elects to fill a vacant role. Home base locations will be awarded to the senior qualified employee to the locations listed in the table below. The Company may adjust the headcount required for any of these locations without the use of a bidding process to support business needs when a temporary need exists less than six (6) months. These transfers will be offered on a senior may and junior must basis. Article 8.09 will be applied if the rebalancing of the home base location extends beyond six (6) months. Maintenance is one department. The Company may post a Maintenance 1 position externally while the location selection process is taking place with the understanding that the newly hired employee will be placed in the unawarded vacant spot.

Maintenance 1 - Home Base Locations
UG Face Crew
UG High Bay
UG Diesel Bay
UG Electrical
Shaft Mechanical
Surface Mechanical
Surface Electrical
Surface Main Shop

(c) Maintenance 3 & 4 and Operator 3 positions will be awarded to the senior applicant. As these are entry level positions, there are no qualifications required.

9.02 The Company shall determine the number of employees in each job classification and if a vacancy in a job classification is to be filled or to be left vacant and communicate such in writing to the Union.

9.03 All job postings, shall be posted on the Department's bulletin board for seven (7) calendar days. This posting period shall be extended to carry beyond all periods of layoff, shutdowns and closures for the remainder of the seven (7) calendar days. An employee desiring the job shall make application within the seven (7) days. The position shall be filled by the most senior qualified employee.

The term "qualified" shall mean the physical fitness and the ability to

meet the normal requirements of the job.

9.04 The Company will provide the Union with copies of postings and the awards. Employees on leave may submit their bid through another Union member.

9.05 For positions which are posted the successful applicant will be provided reasonable training to perform the job.

9.06 An employee who has received a job posting shall be granted a period of twenty-nine (29) calendar days for the employee and the Company to assess the employee's suitability for the position.

Where an employee wishes to return to their former position, or the employee fails to satisfactorily perform the duties in a position, then the employee shall be returned to their former position and all postings that were filled as a direct result of the posting will be nullified and employees involved will return to their former positions.

If an employee exercises their right to return to their former position under this clause, they will be ineligible to bid on any other position which is lateral or down in the pay scale, other than a bid on apprenticeship, for a period of one (1) year.

If an employee bids to a position which they have previously qualified for, they will not have the opportunity to exercise their right to return as outlined above.

The employee must make their request in writing to return to their former position within twenty-nine (29) calendar days from the date of transfer to the new position.

If an employee exercises their right to return to their former position under this clause the Company will not be required to re-post the vacancy, the next eligible employee from the original posting will be awarded the position.

9.07 Where an employee is unsuccessful in completing the required course and/or certification in order to qualify for a position, the employee will be returned to the last position held. In the event this prior position no longer exists;

(i) then the individual will be assigned, via the bumping process, to the position, within the same department, nearest in pay (based on current rates at the time) to the former position which takes into account their seniority and qualifications; and,

(ii) a reasonable period of training will be provided for the individual to gain familiarity with equipment, processes, safety and procedures.

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

9.09

- (a) The Company may fill a temporary vacancy in a position, which is defined as sixty (60) days or less with the senior employee on shift.

Training acquired during any temporary assignment shall not be used to deny a senior employee the right to a posted position. The sixty (60) day period may be extended by mutual agreement. This Section shall also apply during a job posting period of up to sixty (60) days in order to provide continuity and maintain efficient operations.

Where it is anticipated a temporary vacancy will be longer than sixty (60) days, then the senior qualified employee in the department will be given the opportunity to fill that temporary vacancy.

- (b) The Union will be informed in writing of temporary vacancies in a position. This will include only those vacancies sixty (60) days or greater in duration or thirty (30) days or greater and mutually agreed to by the Company and the Union as per 9.09 (a). Upon the completion of the temporary vacancy the Company will notify, in writing, the Union and the employee in the temporary position.

9.10

The Company shall post **and email the Union** the name of the selected candidate or the fact that no candidate has been chosen within seven (7) days following the last posting day mentioned above. The Company shall transfer the successful bidder in a timely fashion following the posting of the successful bidder's name.

If the Company is unable to transfer the successful applicant within a period of thirty (30) calendar days after the selection, the successful applicant shall receive the rate of the new job commencing on the thirty-first (31st) day from the date the posting closed, providing the new rate is higher. This article also applies to employees moving back to previous positions as per Article 9.06.

Employees bidding to progression positions shall have progression time counted from the day of transfer or after thirty (30) calendar days of receiving the bid.

9.11

In the event an employee is the successful applicant for a job within another department they will become a member of the new department from the date they were placed in the bid.

ARTICLE 10

Transfers

10.01

If the transfer of an employee from one department to another is required by the Company for the efficient conduct of operations, the employee, upon completion of two (2) months from the date of the transfer, shall return to their previous position in the department from which they were transferred. This two (2) month period may be extended for a further specified period with mutual agreement in writing between the Company and the Union. Such transferred employees shall

only be eligible to bid on positions in their original department or on site-wide posted positions. When an employee is transferred for three (3) days or more the Company will notify the Union in writing of such transfer. When an employee is transferred from one department to another, as required by the Company, the employee will receive a higher rate of pay – either their current wage or the rate of the new department for the entire duration of their transfer.

- (a) An employee who transfers from a bargaining unit position to a position outside the bargaining unit, shall maintain all seniority held at the time of transfer should the employee return to the bargaining unit within the six (6) month period from the date of transfer.
- (b) In the event a former bargaining unit employee who has been transferred to a non-bargaining unit position is transferred back to a bargaining unit position after the six (6) month period as referred in 10.01 (a), the employee shall lose all maintained seniority and shall begin accumulating seniority from the date of transfer back to the bargaining unit.
- (c) The Company agrees not to exceed the designation of **twenty (20)** bargaining unit employees as temporary Acting Supervisors at any given time and will provide a current list to the Union of these employees in writing. The Company reserves the right to change those employees designated as temporary Acting Supervisors at any time.

A list of bargaining unit employees who have been temporarily appointed as Acting Supervisors, and the hours they have been paid, will be provided to the Union on a monthly basis.
- (d) If an employee is required to work as an Acting Supervisor for four (4) or more hours, they will remain an Acting Supervisor until the end of the current shift. These employees will not be eligible for overtime as a regular employee until eight (8) hours beyond the end of their shift unless no other qualified employees are available.
- (e) Training acquired during any out of scope assignment shall not be used to qualify an employee for any position within the bargaining unit.
- (f) Temporary supervisors shall not be used during periods of layoff, Vacation Closures and Inventory Corrections.
- (g) Any employee who is moved temporarily into an Acting Supervisor position will be paid at a rate of 8% (eight per cent) above the employee's regular rate. The Company and the Union agree that all Acting Supervisor positions will be out-of-scope, and filled at the Company's discretion.

10.02 Job Substitution

- (a) If an employee substitutes in any job for any period of time in one shift, including any overtime hours continually worked, they shall receive the full rate for the job or their regular rate, whichever is greater, for the entire shift.

ARTICLE 11

Probationary Employees

- 11.01** Notwithstanding anything to the contrary contained in this Agreement an employee shall be considered to be a probationary employee and the employee shall have no Company seniority until the employee has actually worked six hundred (600) hours within the employee's regular schedule, at which time the employee shall become entitled to Company seniority.
- 11.02** A probationary employee may take advantage of the Grievance Procedure except that such probationary employee may be terminated for lesser cause than an employee who has completed their probationary period. The termination of a probationary employee shall be at the sole discretion of the Company, provided that the decision of the Company is not arbitrary, discriminatory or in bad faith.

ARTICLE 12

Absence

- 12.01** When hereafter an employee is absent on a leave-of-absence or otherwise for a period in excess of thirty (30) days, except in cases of Elder/Dependent Care (as outlined in Article 12.02), disabling accident, sickness, or attendance at an approved training course, or military service such excess period shall not be counted and shall be excluded in computing their Company seniority. The thirty (30) day period will be in addition to any government legislated leave-of-absence.
- 12.02** Personal Leave – An employee shall be allowed up to thirty (30) days leave-of-absence without pay for personal reasons, or up to ninety (90) days leave-of-absence without pay for Elder/Dependent Care, or terminal illness in immediate family, if:
- (a) They request it in writing from the Company, and
 - (b) The leave is for good reason and does not interfere unduly with the Company's operation. In an emergency situation such leave may be granted upon a verbal request.
 - (c) In the case of Elder/Dependent Care or terminal illness in immediate family, should the leave-of-absence exceed thirty (30) days, the employee's eligibility for benefit coverage ceases, however, employees may choose to continue Life Insurance and AD&D Insurance coverage by reimbursing the Company for the premium cost.
 - (d) Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits will be eligible to receive a top-up benefit paid up to a maximum of six (6) weeks. This benefit will top up EI benefits and combined, cannot exceed 100% of an employee's pre-disability base monthly wage rate.

In order to qualify for the compassionate care top-up benefit, employees must provide the Company with verification of EI benefit eligibility. The one (1) week waiting period will not be eligible for this top-up benefit.

- (e) For the purpose of this article, immediate family is as outlined in 12.06(a).

12.03

- (a) If the Company is given at least fourteen (14) days' notice in writing, a leave-of-absence, without pay, will be granted to employees who have been elected or appointed by the Union, not to exceed seven (7) in number to attend Union Labour seminars, courses, conferences or to attend to other Union business such as negotiation preparations, negotiations, arbitration preparations and attendance.

If the Company is given between seven (7) and thirteen (13) days' notice in writing, a leave-of-absence, without pay, will be granted to employees who have been elected or appointed by the Union, not to exceed four (4) in number to attend Union Labour seminars, courses, conferences or to attend to other Union business such as negotiation preparations, negotiations, arbitration preparations and attendance. The granting of such requests for three (3) additional employees shall be subject to operational requirements and shall not be unreasonably denied.

Additional employees may also be granted such leave-of-absence provided they can be spared.

- (i) **The Company shall recognize a Negotiating Committee of the Union, which will consist of a maximum of six (6) employees.** The Company will pay members of the Union Negotiating Committee at their base rate for each shift that negotiations are conducted on their regular schedule. If the hours fall on any regular scheduled shift(s) they will be considered approved Union Leave as per article 15.06 (d). If the hours fall on an employee's scheduled day(s) off they will be paid eight (8) regular hours and will not be considered time worked for the calculation of overtime payment.
- (b) The Company will grant the Union President or their designate a leave-of-absence, without pay, for not more than three (3) consecutive working days, for emergency Union business. It is understood that the Union President will provide the Company with as much notice as possible prior to commencing such leave.
- (c) President Hours – The Company will release the President of the Union and/or their designates from their job for work or education, for up to fourteen hundred fifty-six (1,456) hours in a calendar year, with no loss of pay or seniority.

12.04

With one (1) weeks' notice in writing the Company shall grant an employee, who has at least one (1) year of continuous service, a leave-of-absence without pay for up to one (1) year without loss of seniority to work in an official capacity for the Local or International Union. This

leave shall be extended for an additional one (1) year period upon request in writing from the Union. Not more than one (1) employee may be absent on such leave at any one time.

12.05 The Company will grant an employee a reasonable leave-of-absence without pay to seek the nomination, run as a candidate and to fulfill the duties on a municipal council or in the Provincial Assembly, or Federal Parliament. Upon expiration of such leave-of-absence, the employee may return to employment with the Company without loss of any rights connected with their seniority which is to be determined as at the date the leave-of-absence began.

12.06 If an employee is absent from work

(a) Because of the death of the employee's spouse, child, parent, brother, sister, grandparent, grandchild, step-parent, step-children, or spouse's parent, **spouse's step parents**, niece, nephew, or brother-in-law, sister-in-law, son-in-law, daughter-in-law, or spouse's grandparent, the employee shall be paid their basic hourly rate for four (4) scheduled work days, to a maximum of forty-eight (48) hours pay within a seven (7) calendar day period following the death. The first day of the seven (7) day period shall commence, at the employee's option, either on the day of the occurrence or the day following the death.

At the employee's discretion, bereavement leave entitlement may be split up to cover internment.

Son and daughter shall include foster child or a child for whom the employee is legal guardian, provided the employee has advised the company of such status prior to the bereavement.

(b) An employee must give notice of their absence as early as possible. The Company may require proof of an employee's entitlement to pay under this section.

(c) If 12.06 (a) occurs while an employee is on vacation, the employee shall be entitled to all benefits in 12.06 (a) and their vacation shall be extended.

(d) Because they are required to be an active pallbearer at the funeral of another company employee, the employee shall be paid their basic hourly rate for scheduled time lost up to one (1) shift, to a maximum of twelve (12) hours pay.

(e) Because they are required to be an active pallbearer at the funeral of a family member not covered in (a) above, the employee shall be granted personal leave without pay for scheduled time lost up to one (1) shift, to a maximum of twelve (12) hours.

12.07

(a) The Company agrees to pay to an employee serving jury duty their regular wage minus any remuneration which they may receive as a juror.

(b) The Company agrees to pay to an employee who has been subpoenaed as a Crown witness their regular wage minus any remuneration which

they may receive as a witness.

12.08 An employee who cannot report for work on their regularly scheduled shift shall notify their immediate supervisor prior to the start of their shift. If it is impossible to notify their immediate supervisor, they shall notify another supervisor in their department.

However, an employee who does not report for their regularly scheduled shift shall be considered to be on an unexcused absence unless such absence has been authorized or they are on a leave-of- absence as provided for in this Agreement. Notification of an absence does not necessarily constitute authorization.

12.09 An emergency in their personal affairs or the illness of the employee will constitute reasons for an authorized absence if reported prior to the scheduled shift or as soon thereafter as reasonably possible, and if the reason is justified.

12.10 Failure to return to work at the end of an authorized absence or repeated unexcused absences may result in disciplinary action or termination of the employment of an employee. An employee absent from work for a period of three (3) consecutive work days without reporting may be assumed to have voluntarily left the employ of the Company.

12.11 An employee who reports late for their regularly scheduled shift must contact their immediate supervisor to obtain permission to proceed from the Security Office to their working place.

12.12 An employee will earn Personal/Family Health Care Days of absence with basic pay each calendar year as set out below dependent upon the employee's years of continuous service as at December 31st of the previous year.

Years of Service	Hours
Less than 12 months	Will prorate 24 hours based on full months worked, after completing probationary period.
1	24
2	24
3	32
4	40
5	48
6	56
7 or more	64

The primary intent of Personal/Family Health Care days is to cover the qualifying period under the Company's Sickness and Accident program. On advance notice and arrangement with the Company an employee may also use these days with discretion. Specifically, for other personal reasons or family illnesses, medical or dental appointments.

Personal/Family Health Care days will not accumulate from one year to the next.

On January 1 of each year employees will have the appropriate allotment

of Personal/Family Health Care days deposited to their Personal/Family Health Care account.

At the end of the calendar year any unused Personal/Family Health Care Days will be paid out to the employee at their current rate of pay.

12.13 Victims of Interpersonal Violence Act

- (a) The Company and Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing domestic/interpersonal violence will be able to access a statutory leave of absence from work in the circumstances and for the duration set out in the *Saskatchewan Employment Act*.
- (c) This statutory leave will be above existing leave entitlements under this Agreement and may be taken as single days or as a fraction of a day, upon approval.

ARTICLE 13

Annual Vacation

13.01

- (a) An employee with less than one (1) year of continuous or accumulated employment (as hereinafter defined) as of January 1 shall be granted an annual vacation amounting to ten (10) hours for each month of service and vacation pay equal to seven percent (7%) of the employee's total earnings during the period of their employment ending such January 1. Total earnings will also include short term disability.
- (b) The Company may designate a vacation closure, not to exceed **two (2) weeks** in duration to occur in the months of July and/or August **and/or one (1) week through February Family Day Monday, and/or one (1) week through Easter Monday and/or two (2) weeks through the Christmas break ending on December 31**. The commencement and conclusion of any such vacation closure(s) may be adjusted in accordance with the shutdown and startup of the Mine and the Mill.

Employees with no vacation time will have the option of working or taking an unpaid leave of absence.

The Company will provide a notice to all employees **six (6) weeks in advance of the vacation closure. The notice will include** the anticipated start and duration of the vacation closure.

Work during vacation closures will be allocated to the senior qualified employee in the eight (8) sets of workgroups outlined in the Letter of Understanding #1 – Vacation Closure

- (c) Unless an employee is required to work during any designated vacation closure they will be required to use **a total of two (2) weeks** of their vacation entitlement **through** the vacation **year**.

- (d) **On or before December 1 of each year, employees may elect to have their vacation paid out on a quarterly basis for the subsequent calendar year. Employees who choose this option will have their vacation pay issued on the first (1st) pay period of each of the months January, April, July, October.**

All employees who do not elect to have their vacation paid on a quarterly basis, will be paid their full vacation entitlements on the second pay day in January.

Vacation pay will be paid separately from an employee's regular pay.

This payment will be made even in those years in which the Company does not designate a vacation closure. In the event of a layoff, employees shall have the option to take their vacation pay and vacation time.

13.02

- (a) Employees with one (1) year or more of continuous or accumulated employment (as hereinafter defined) as of January 1 shall receive a vacation with pay as follows:

Years of Service	Vacation	Pay
1 – 4	120 hours	7.0%
5	120 hours	7.2%
6	128 hours	7.6%
7	136 hours	8.0%
8	144 hours	8.4%
9	152 hours	8.8%
10	160 hours	9.4%
15	200 hours	11.5%

Employees working the twelve (12) hour shift schedule must take their vacation hours in twelve (12) hour segments only, rounded to the nearest shift.

If after rounding, an employee takes more hours of time off than that specified in 13.01 or 13.02 then such extra time will be regarded as leave of absence without pay.

- (b) In any twelve (12) month period commencing on January 1, an employee shall be entitled to one (1) floating holiday which will be taken before December 31. To be eligible for this holiday, an employee must have completed one (1) year of continuous service with the Company. The employee is to give due notice of intent to take the holiday and it will be subject to the requirements of the operation.

The floating holiday shall be paid based on the number of hours an employee is normally scheduled to work.

13.03

An accumulated year of employment must have been accumulated in periods no two (2) of which have been separated by more than one hundred and eighty-two (182) days.

13.04

- (a) Such vacations must be taken during the twelve (12) month period immediately following the date on which such vacation entitlement was granted except where special circumstances as outlined in Article 13.07 are met.
- (b) **Preference to vacation will be granted by seniority up till January 31st of the current vacation year. From February 1st till December 31st vacation will be granted on a first come first serve basis.**
- (c) An employee shall not return from an entitled vacation shift until twenty-four (24) hours have passed from the start of that entitled vacation shift. However, an employee on vacation may be called to work within this twenty-four (24) hour period provided that the shift has been offered to all other qualified and available employees first.

13.05 Subject to the requirements of operations the Company will try to meet the wishes of employees as far as possible in setting vacation dates.

13.06 The Company will provide the Union with outstanding vacation hours for each employee as of **October 1** for the current vacation year.

13.07 All employees are required to take their full vacation entitlement during the twelve (12) month period immediately following the date on which such vacation entitlement was granted.

However, the Company and the Union agree that in special circumstances as listed below, entitlements may be reduced upon the employee's request:

- (a) To be eligible for a reduction in vacation entitlement an employee must be absent from working during the current vacation year, for an extended period, due to illness, accident, parental leave, or unpaid educational leave.
- (b) Reductions to vacation entitlement may be requested in accordance with the following:
 - (i) if the absence is equal to or greater than three (3) consecutive months the employee will not be required to use more than three (3) weeks vacation during the current vacation year.
 - (ii) if the absence is equal to or greater than six (6) consecutive or accumulated months the employee will not be required to use more than two (2) weeks vacation during the current vacation year.
 - (iii) if the absence is equal to or greater than nine (9) consecutive or accumulated months the employee will not be required to use more than one (1) week vacation during the current vacation year, except for the vacation closure as per Article 13.01 (c).
- (c) It is up to the employee requesting a reduction in vacation entitlement to make such request, in writing, to their supervisor by December 31 of that vacation year, or within fourteen (14) days of returning to work from the absence, whichever is the later.

13.08

Re: Vacation Make-up Pay

This is to confirm the Company's intention that employees on Workers' Compensation, **Short Term Disability**, Long Term Disability, Maternity, Parental, or Adoption leave-of-absence only for more than thirty (30) consecutive days will be guaranteed vacation pay as follows:

Employees entitled to vacation will be guaranteed vacation pay dependent on length of service and in accord with the schedule listed in Article 13.02.

Such guarantee will be subject to the following conditions:

- (i) Where an employee's vacation pay as calculated in accordance with Article 13 of the Collective Agreement is greater than the above schedule they will receive the greater amount.
- (ii) "Basic hourly rate" will mean the rate of pay the employee was earning at the time they went on compensation or **Short Term Disability** (where an employee is on compensation or **Short Term Disability** for more than one period of thirty (30) consecutive days their highest "basic hourly rate" will be used).
- (iii) An employee must have returned to work and be taking their vacation to be entitled to this guarantee.

The above stated provisions apply only to those employees who are on Workers' Compensation, **Short Term Disability**, Long Term Disability, Maternity, Parental or Adoption leave-of-absence (for a period greater than thirty (30) consecutive days) and does not apply to employees on any other leaves-of-absence.

Should an employee qualify under these provisions, that is, be on Compensation, **Short Term Disability**, Long Term Disability, Maternity, Parental or Adoption leave-of-absence for more than thirty (30) consecutive days, then return to work and subsequently be off work for any other reason, the period of time that they are off work for such any other reason, will be discounted on a pro-rata basis from the amount of hours as allowed for in Article 13 of the Collective Agreement.

Any make-up of vacation credits will be on the basis of an eight (8) hour day or forty (40) hour per week schedule.

ARTICLE 14

Public Holidays

14.01

- (a) An employee will be paid the following for all time actually worked on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

Three (3) times their basic hourly rate for all hours worked.

(b) Any public holiday premium paid to an employee for time worked on a public holiday will be considered in the same manner as "overtime" for the purposes of equitable distribution of overtime in conjunction with the operation of Article 15.07.

(c) For purposes of determining the day of the public holiday, the holiday will be the twenty-four (24) hour period beginning with the start of an employee's shift.

14.02 When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday then the Monday following such day shall be observed as New Year's Day, Christmas Day or Remembrance Day for the purpose of Article 14.01 for employees not on the continuous shift schedule. When the public holidays named in this section fall on a Saturday then the preceding Friday shall be observed as the holiday for the purpose of Article 14.01 for employees not on the continuous shift schedule.

For the observance of Boxing Day, for employees not on a continuous shift schedule, the holiday will be observed on the next business day following Christmas Day except when Christmas Day falls on a Friday then Boxing Day will be observed on the preceding Thursday.

14.03 An employee not required to work shall be paid for eight (8) hours at the employee's appropriate rate for any such holiday.

An employee on the twelve (12) hour shift schedule who is scheduled to work on a public holiday will receive twelve (12) hours pay if the employee is not required by the Company to work.

An employee on the twelve (12) hour shift schedule who is granted vacation on either side or both sides of a Public Holiday will receive twelve (12) hours Public Holiday pay if their regular shift has been scheduled off for the Public Holiday by the Company.

14.04 Where a public holiday falls on an employee's scheduled days off, they shall be paid eight (8) hours at their basic hourly rate.

14.05 When a Public Holiday falls on a Compressed Work Week Schedule, the overtime which occurs by virtue of the Compressed Work Week Schedule shall not be affected.

14.06 This Article shall not limit the right of the Company to schedule an employee to work on any such public holiday. However, the Company agrees that the number of employees required shall be minimized as far as practicable.

14.07 Where a public holiday falls within fourteen (14) days of an employee's layoff date or recall they will receive pay for that holiday provided they return to work on the date of their recall. Where either Christmas Day, Boxing Day or New Year's Day falls within this provision then compensation will also be provided for all three public holidays should they fall within the period of the layoff and provided that the employee returns to work when recalled.

14.08

(a) In any week in which a Public Holiday occurs, the work week shall be

reduced by the number of hours an employee is normally scheduled to work during the Public Holiday for each such holiday.

- (b) In the event an employee changes shifts that are of a different duration, in a pay period in which a Public Holiday occurs, and does not qualify for overtime in the week in which the Public Holiday occurs by virtue of the occurrence of the public holiday, then the pay period will be reduced by the number of hours an employee is normally scheduled to work during the Public Holiday for each such Public Holiday.

ARTICLE 15

Hours of Work and Overtime

15.01 The Company does not guarantee to provide work for an employee nor to maintain the work week or working hours at any time in force.

15.02 Hoisting and lowering schedules for employees working underground will be arranged in coordination with employees' work schedules.

Variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair or safety considerations or causes beyond the Company's control shall be paid for on the basis of two (2) times the employees' basic hourly rate, but such time shall not be considered to be time worked.

15.03

- (a) Eight (8), ten (10) or twelve (12) hours work at the employee's designated working place will constitute a work day for each employee, with a paid lunch period of one-half (1/2) hour on Company time, or two periods of twenty-five (25) minutes for those on a twelve (12) hour schedule, during which the employee shall continue all necessary supervision of machinery and maintenance of services.
- (b) Lunch periods will be allowed approximately mid-shift for eight (8) hour shifts, approximately mid-shift for ten (10) hour shifts and approximately mid-way through the first six (6) hours and mid-way through the second six (6) hours of a twelve (12) hour shift.

15.04

- (a) A day is a twenty-four (24) hour period beginning with the start of an employee's shift. For purposes of determining what day the hours get allocated to, the Company will utilize a day divide of 12 a.m.

No shift will start before 6:00am

- (b) The work week shall be the seven (7) day period commencing at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the immediately following Saturday.
- (c) The Company shall arrange departmental shift and work schedules and

shall not make any changes without prior consultation with the Union.

- (d) An individual employee's scheduled days off shall be consecutive.
- (e) Shift schedules shall be posted in each department seven (7) days in advance of their effective date.
- (f) Shift changes shall not be made to prevent payment of overtime, subject to the provisions of Article 15.06(e).
- (g) An employee will be paid at a rate of two (2) times the basic hourly rate for all hours worked on their first shift on a new schedule where the shift schedule has been changed with less than forty-eight (48) hours' notice. However, where such change is for maintenance employees working on a specified job and the Company temporarily changes an employee's work or shift schedule, for a period of four (4) days or less, the employee will be paid at a rate of two (2) times their basic hourly rate for all hours worked on the first shift of the temporary schedule. No penalty shall be incurred by the Company when the employee is returned to the shift or work schedule worked prior to the temporary change.

15.05 New Schedules

The Company maintains the right to create new 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.

Employees assigned to work schedules that include scheduled overtime shall be compensated as per Article 15.06.

This Collective Agreement shall constitute any required averaging agreement for the purposes of the Act.

Work Schedules will be maintained for a minimum of six (6) months, unless a shorter period is agreed to by the Parties. 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.

Crew Initiated Schedule Proposals

A crew may elect to present an alternate schedule that meets the needs of the Company. If approved by the Union, the crew and the Union will

present the proposed schedule to 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.

15.06 Employees will be paid two (2) times their basic hourly rate for any time actually worked in excess of:

- (a) eight (8) hours in one work day, ten (10) hours in a ten 10-hour work day or twelve (12) hours in a 12-hour work day, or
- (b) forty (40) hours over an averaging period, or forty-four (44) hours in one work week if working a shift schedule which contains scheduled overtime, or
- (c) for all hours worked on the sixth (6th) day worked by the employee in the work week, or
- (d) eighty (80) hours in a two-week pay period.

For the purposes of calculating overtime (including the Murphy shift), employees who miss work due to all approved union leave, bereavement leave, jury duty, vacation, Personal Health Care hours and rest period after call out (including the optional unpaid two (2) hours), shall have this time considered as hours worked.

(e) **Scheduled Overtime**

For employees working a shift-schedule which includes scheduled overtime, should the Company determine the scheduled overtime is not required, one twelve (12)-hour shift may be replaced by one eight (8)-hour shift in the employees' work schedules.

Forty-eight (48) hours' notice will be given in accordance with Article 15.04(g).

15.07 The Company shall give notice of overtime as far in advance as possible. The Company will endeavour to distribute the overtime work equitably among those capable of performing the work that normally performs the work first. Overtime shall be voluntary, except when an employee cannot be relieved, in which case they will not be required to work more than four (4) hours, or in the event of an emergency.

15.08 Time allowed as overtime in any work day shall not again be allowed as overtime in any work week.

15.09 **Callout**

- (a) An employee who is called out to work outside of their regular scheduled hours shall be guaranteed four (4) hours of overtime work or at the Company's option shall be given four (4) hours of overtime pay at two (2) times their basic hourly rate without being required to work the full

period, in which case they shall not be considered to have worked any time.

Employees called out shall not be required to perform routine work after they have completed the work for which they were originally called out, except that they may be required to perform emergency work consistent with their skills and arising during the period of the callout.

- (b) An employee who is called out and works anytime between 12:00 midnight and 5:00 a.m. will not be required to report for their dayshift that day until nine (9) hours have elapsed from the time they finished the callout work. The employee will be paid at the basic hourly rate for anytime missed on their regular dayshift due to this provision. If the employee has less than two (2) hours left in their regular shift after the required nine (9) hours rest period, the employee will not be required to work the remainder of their shift but they will not receive pay for this additional time missed.

(c) **Callout Board**

Recognizing that absentee problems increase costs and reduce productivity, the Union and the employees agree to establish a voluntary call board system to assist in replacing absent employees. Employees on time off, who are available to work, will enter their names on the board and be available for work if called.

- 15.10** An employee who reports on time for work on their regular shift and was not told in advance not to report, shall be guaranteed their regular shift's work, or at the Company's option shall be given their regular shift's pay at their basic hourly rate without being required to work the full period. This shall not apply to employees who are returning to work after an unauthorized absence.

15.11

- (a) An employee who is required to work overtime in excess of two (2) hours shall be provided with a lunch. A further lunch will be provided at intervals of four (4) hours thereafter so long as such employee remains continuously at work. Employees called out will have an option of a \$17.00 meal voucher in replacement of first overtime lunch if requested.

15.12 Transportation Home

When an employee works an unscheduled shift extension and no transportation is available, the company shall furnish transportation home as required.

15.13 Travel Voucher

Travel vouchers will be paid at a flat rate of fifty dollars (\$50.00) round trip to an employee who drives their vehicle to the mine site for the purposes of working unscheduled overtime. To ensure we are handling travel vouchers consistently, travel vouchers will be paid to an employee as follows:

- (a) Where the overtime is the result of a callout.

- (b) If an employee needs transportation home at the end of an overtime shift (unscheduled) the Company will provide transportation home, usually a taxi ride.
- (c) As an alternative to a taxi, an employee may have their spouse or family member pick them up following a shift extension. A one way travel allowance of twenty-five dollars (\$25.00) will be issued in this case.
- (d) In the event that a person (not in your car pool) provides transportation home the driver can request a travel voucher for one way travel of twenty-five dollars (\$25.00) as long as they indicate on the request, who they took home and why.

These arrangements must be made with your supervisor prior to calling a taxi in order to be eligible for the travel voucher. Only one voucher will be paid per trip, even if they take more than one person home.
- (d) In the event two (2) or more employees are traveling in a carpool, only one travel voucher shall be issued to the driver.

ARTICLE 16

Departments

- 16.01** For the purpose of applying the provisions of this Agreement, the departments shall be as follows:
- (a) Surface Production
 - (b) Underground Production
 - (c) Maintenance

ARTICLE 17

Special Training

- 17.01** Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals who, on their own volition are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company, not exceeding at any one time fifteen (15) or three percent (3%) whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations, provided for in this Agreement; provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.
- 17.02** The Company shall endeavour to allow non-journeypersons and journeypersons in trade positions, as requested by them, leaves of absence to attend work related courses approved by the Company for the purpose of upgrading their skills and will maintain their basic hourly

earnings during attendance at such courses.

17.03

Any employee who desires to take a self-improvement course may prior to commencing such course make application to register the course with the Human Resource department who will advise the applicant whether or not the proposed course is work related and is acceptable to the Company. If so, the Company will, upon successful completion of the work related course reimburse the employee the full cost of such course provided that at such time of completion of the course the employee shall be in the employ of the Company, and proof of course costs and successful completion are received.

ARTICLE 18

Safety and Health

18.01

The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health and conditions and the enforcement of safety rules and procedures.

18.02

The Company agrees to continue its present practices with regard to the supply of required personal safety equipment.

18.03

(a) The Company and the Union agree to continue the present Occupational Health Committee in accordance with the requirements of the ***Saskatchewan Employment Act (SEA)*** and regulations thereunder. The Occupational Health Committee will consist of five (5) Worker members and five (5) Company members. Where an Occupational Health Committee member is required under this Act and is not immediately available, **an OHC designate will act in their place.**

(b) The Occupational Health Committee shall be co-chaired by one Union Occupational Health Committee member and one Company Occupational Health Committee member. The Occupational Health Committee shall hold meetings monthly or more frequently as determined by the co-chairs. Minutes will be taken at all meetings and copies shall be posted for all employees and a copy shall be provided to the Union. Members of this Committee will not suffer a loss of earnings because of their duties on this Committee.

With reasonable notice each member shall be paid for up to five (5) days per calendar year to attend seminars or courses on Occupational Health and Safety matters conducted or provided by the Division or by an approved training agency or other courses as recommended by the OHS committee and approved by the Company.

With reasonable notice alternate members shall be paid for up to five (5) days per calendar year to attend seminars or courses on Occupational Health and Safety matters conducted or provided by the Division.

- (c) If a Committee member is on scheduled time off they will be paid their basic hourly wages for time spent in attendance at the meeting. Such time will be considered as time worked for the purpose of calculating overtime.
- (d) **The Union Co-Chair or their representative jointly with the Company's Co-Chair or their representative shall be scheduled to spend one (1) hour, company paid, with new Bargaining Unit employees for the purpose of orientation, at a time scheduled by the company.**
- (e) When an inspection is made at the Mine by a Mine Inspector the Union Co-Chairperson of the Committee or their designate shall accompany the Mine Inspector.
- (f) The Company shall respond in writing to the Occupational Health Committee, within twenty-one (21) calendar days to any formal recommendations of the Occupational Health Committee.

18.04 The Company agrees that any employee who is required by the Company to undergo medical examination or x-rays shall not suffer loss of earnings and will be compensated for the cost of the medical and four (4) hours of regular pay, to attend the appointment. This is not applicable to employees who are required to produce medical documentation to verify or authorize an absence.

18.05 Where an employee has reasonable grounds to believe that the work in which they are engaged or the conditions of their work place are unusually dangerous to their health or safety, they shall cease such work and immediately thereafter notify their Supervisor and shall not be required to resume such work until the Supervisor has investigated and, where necessary, corrected the unsafe working conditions. Where an employee continues to believe that their work place is unusually dangerous they shall not be required to resume the work complained of until the Co-Chairpersons of the Occupational Health Committee, or their designates, or an Occupational Health Officer has investigated the matter and advised them otherwise.

18.06 Where a worker has refused to perform an act or series of acts, the Company shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the Company, in writing, of:

- (a) the refusal and the reasons for the refusal;
- (b) the reason or reasons the worker being assigned or requested to do the act or series of acts can, in the Company's opinion carry out the act or series of acts in a healthy and safe manner; and
- (c) the right of the worker to refuse to do the act or series of acts.

18.07 Accident Investigation

The Union President and OHC Co-Chairperson or their designate will be notified immediately by the Company of those accidents/incidents

requiring notification of the Chief Mine Inspector, and the Union Co-Chairperson along with the Union President or their designates will investigate the scene of the accident/incident.

18.08 Protective Clothing & Boot Allowance

- (a) The Company will ensure all employees are provided with their own appropriate work clothing for the conditions in which they are required to work.
- (b) The Company agrees to replace employee work boots on an as needed basis.

18.09 Emergency Response Program

Those employees who are involved with the Company emergency response program are paid as follows:

- (a) All Emergency Response Team members will receive \$50 bi-weekly.
- (b) All Emergency Response Team coaches/coordinators will receive \$62.50 bi-weekly.
- (c) All Emergency Response Team members and coaches/ coordinators will be paid for responding to an incident on site or in a mutual aid situation at another Mosaic site, another mine site or a nearby Town. If this work happens during off hours, regular overtime rules will apply.

ARTICLE 19

Accommodations

19.01

- (a) The Parties acknowledge their responsibility towards the accommodation of employees.
- (b) The Company will meet and work with the Union as required to address the accommodation needs of employees.
- (c) Should it be necessary for the employee to be demoted to a lower rated classification, the employee will retain their higher rate of pay for a period of twelve (12) months from the date of accommodation.
- (d) Where a higher rated accommodation is available and the employee declines, the employee will be moved to the lower rate immediately.

ARTICLE 20

Copies of Agreement

- 20.01** The Company, within a timely fashion, shall arrange to have copies of this Agreement printed in a suitable booklet for reference of employees and make one (1) copy available to each employee and **fifty (50) regular and thirty (30) large** copies to the Union.

ARTICLE 21

Wages

21.01

- (a) The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated January 30, 1976, (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein.
- (b) Reference in the Manual to such jobs as trade or craft, assigned maintenance, clerical or technical, lead hand, testing or inspection, learner, apprentice, instructor, spell hand, shall not of itself establish existence of such jobs in the operations of the Company or determine that such jobs are within or are not within the bargaining unit.
- (c) Job Classes and Job Titles shall be as set forth in Appendix "B" attached hereto and forming part of this Agreement.

21.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

Standard Hourly Wage Scale

21.03 During the term of the Agreement the standard hourly rate for all job classes shall increase in accordance with the Standard Hourly Wage Scale outlined in Appendix "B".

21.04 Effective on the dates specified in Appendix B, all employees shall have their rates of pay adjusted as follows:

- (a) If the employee's rate is not red-circled, grandfathered or the employee is not retaining a higher or lower rate as otherwise indicated, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Appendix B.

21.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job shall be the standard hourly rate for all jobs classified within such progression and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

General

21.06 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement. Upon written notification to Human Resources and the employee's supervisor of any overpayment from the Company, the employee will be released from any liability for the error should the payment be continued by the Company.

21.07 Except as otherwise provided, no basis shall exist for an employee

covered by this Agreement to allege that a wage rate inequity exists.

21.08 Prior to being assigned to the standard hourly rate of a trade, an employee must obtain a valid Saskatchewan Journeyperson's license or a recognized equivalent in their trade.

21.09 Time Off for C.W.S. Committee

To facilitate their functions under the C.W.S. Program the Company agrees to grant time off from their regular work to three (3) employees who shall be selected by the Union to act on its C.W.S. Committee. Employees so selected shall suffer no loss of earnings or seniority during such time.

Premium Allowances

21.10 The Company will pay an employee who works on a weekend a premium of **two dollars (\$2.00)** for each hour actually worked on a Saturday or Sunday. This is in addition to any shift or underground differential.

21.11 In addition to the base hourly wage rates as set forth in the Wage Scales of this Agreement, the Company shall pay employees a shift differential for all hours worked between 5 p.m. and 6:30 a.m. Effective from the date of ratification, **two dollars and eighty cents (\$2.80)** will be paid for each hour actually worked between 5 p.m. and 6:30 a.m.

21.12 A premium of forty cents (\$0.40) per hour will be paid for all hours actually worked underground. Any employee who works below the shaft collar for four hours or more will receive the underground premium for their full shift.

21.13 The Company will pay any Power Engineer a premium of two dollars (\$2.00) per hour for possessing and maintaining a valid Water Treatment Certification **Level 2**. Power Engineers willing to obtain this certification will be reimbursed for the cost provided they successfully pass the regulatory requirements. A copy of the certification must be provided to the **Human Resources Representative** and each Power Engineer will be responsible for keeping their certification current and active. The cost of maintaining certifications will be paid by the Company.

The Company will pay any Plumber a premium of one dollar (\$1.00) per hour for possessing and maintaining a General Gas Fitter ticket. Plumbers willing to obtain this certification will be reimbursed for the cost provided they successfully pass the regulatory requirements. A copy of the certification must be provided to the **Human Resources Representative** and each Plumber will be responsible for keeping their certification current and active. The cost of maintaining certifications will be paid by the Company.

21.14 Cost of Living Allowance (C.O.L.A.)

(a) A Cost of Living Allowance (C.O.L.A.) will become effective in April 1983. Reference shall be made to the official consumer price index -- C.P.I. (All Canada 1971 = 100) as published by Statistics Canada.

Should the C.P.I. for March 1983 (as published in April 1983) exceed the

C.P.I. for March 1982 by more than eleven percent (11%) then the difference between the C.P.I. and eleven percent (11%) will be applied to the average rate and the product thereof shall be used to increase Job Class one 1.

The C.O.L.A. will become payable the first full pay period following publication of the March C.P.I. for 1983.

- (b) The above Cost of Living Allowance (C.O.L.A.) shall not apply during the term of this Agreement.

ARTICLE 22

Bulletin Boards

- 22.01** The Company agrees to provide the Union with three (3) bulletin boards. One (1) bulletin board in the Mill Dry, Mine Dry and Administration Building Lobby. These bulletin boards shall be for the exclusive posting of notices of Union meetings, social affairs or any reasonable, non-controversial business matters of the Union.
- 22.02** The Union will be permitted to distribute newsletters and bulletins from the Local and International Union. Before doing so they will inform the Company that the distribution has been approved by the Union.

ARTICLE 23

Notices

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

TO THE COMPANY:

Mosaic Potash Colonsay ULC
P.O. Box 1500 Colonsay, Saskatchewan S0K 0Z0

TO THE UNION:

United Steelworkers
C.L.C. Local 7656
325 Fairmont Drive Saskatoon, Saskatchewan S7M 5G7

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

by notice as above mentioned.

ARTICLE 24

Union Security

- 24.01** As prescribed by the *Saskatchewan Employment Act*, "every employee, who is now or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain their 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".
- 24.02** **The Union President or their representative shall be scheduled to spend one (1) hour, Company paid, with new Bargaining Unit employees for the purpose of orientation, at a time scheduled by the Company.**
- 24.03** **Monthly Dues, Fees & Assessments**
- (a) The Company shall deduct from the wages owed to each employee in the bargaining unit (who has duly completed upon commencement of employment and assignment of wages for Union dues) in a two week pay period, effective March 1, 1989, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers. The minimum dues payable are five dollars (\$5.00) in the month provided an employee is in receipt of wages for five (5) days or greater. Such amounts deducted for each pay period which falls within the month shall be submitted to the Financial Secretary of the Union within two (2) weeks after the month end following the last pay period in the month.
- (b) The Company will deduct from lump sum payments owed to members, not attributable to earnings in a particular earnings period, an amount as prescribed by the International Constitution of the United Steelworkers, and such amount calculated shall be submitted to the Union as in (a) above.
- (c) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (d) In accordance with the *Saskatchewan Employment Act*, a list of employees, who have provided the Company with such authority, shall accompany the payment to the Union.

Humanity Fund

- (e) At the time the Company makes the deductions under 24.02 (a) the Company agrees to deduct four cents (\$0.04) per hour from the wages of all employees in the bargaining unit for all hours worked, and within two (2) weeks following such deduction pay the amount so deducted to the "Humanity Fund" by forwarding said deductions to the United Steelworkers of America, C.L.C. Local 7656, 325 Fairmont Drive, Saskatoon, Saskatchewan, S7M 5G7. All employees' deductions are voluntary and may be cancelled at any time.

Union Education & Training Fund

- (f) At the time the Company makes the deductions under 24.02 (a) the Company agrees to deduct four cents (\$0.04) per hour from the wages of all employees in the bargaining unit for all hours worked, and within two (2) weeks following such deduction pay the amount so deducted to the "Union Education & Training Fund" by forwarding said deductions to the United Steelworkers of America, C.L.C. Local 7656, 325 Fairmont Drive, Saskatoon, Saskatchewan, S7M 5G7.

Pay for Beneficiary

- (g) Upon formal request from the President of the Union, the Company agrees to deduct one (1) hour at each individual employee's base rate from the wages of active employees in the Bargaining Unit and will remit same to the Union in the event an employee in the Bargaining Unit dies in a workplace incident. The deduction will be taken in the first pay period of the month following the fatality. If there is insufficient time between the fatality and first period of the month following the fatality, the deduction will be taken in the next pay period. The sum of money deducted will be presented to the employee's named beneficiary as provided to the Union. The same will be deducted for any Union employee fatality at Cory, Patience Lake, Allan, Lanigan, Rocanville, Vanscoy and Esterhazy Potash mines.
- (h) The Union agrees to indemnify and save the Company harmless from any liability or action, arising out of the operation of this Article.

24.04 Union/Management Meetings

- (a) The Company will allow a maximum of six (6) members from the Union Executive, or their designates, to attend Union/Management meetings.
- (i) Agenda items must be submitted one (1) week prior to the meeting.
- (ii) The next meeting date shall be set at the conclusion of each meeting.
- (b) The Company will meet with aforementioned committee when issues of employee livelihood arise.

ARTICLE 25

Technological Change

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

25.02 In addition to the definition of technological change in the *Saskatchewan Employment Act*, Technological Change shall mean: A change in work methods as a result of automation of equipment, the mechanization or automation of duties, the replacement or addition of equipment or machinery; which results in the displacement of an employee from their regular job.

25.03 The Company shall notify the Union of a technological change that affects the employment security and earnings of the employees, as soon as possible and will do so at least ninety (90) days prior in accordance with the *Saskatchewan Employment Act* to the date on which such change is to be effected and such notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the Company proposes to effect the technological change; and
- (c) the names, seniority dates and classifications of the employees affected.

25.04 The Company agrees to recognize a Technological Change Committee to provide for consultation and cooperation between the parties with respect to the implementation of a technological change, retraining of employees, the introduction of new or modified equipment or changes in methods of operation. The Company agrees not more than three (3) employees will be off work for this committee at one time and they will not suffer loss of pay while attending meetings with the Company. Meetings will be held at least quarterly.

25.05 Training Benefits

- (a) All reasonable efforts will be made to provide training or retraining to an employee affected by technological change to ensure as close as possible the maintenance of the employee's current job class. Concepts for the placement of Dislocated Employees as described in Article 8.09 (a) will be used to place an employee affected by Technological Change.
- (b) An employee with one (1) year of service who is displaced to a lower rated job will be eligible for wage rate classification maintenance as follows:
 - (i) For the first twelve (12) months of displacement the individual's wage classification will be maintained.
 - (ii) For the second twelve (12) months of displacement the individual's wage classification will be reduced by one class.

- (iii) Thereafter, the individual's classification will be reduced by one class every six (6) months, until it is reduced to the highest classification to which they could have moved by virtue of the exercise of their qualifications and seniority.
- (iv) If, at any time, an employee bids for and is awarded a higher classification than the one to which they were displaced, but lower than the classification they held at the time of the original displacement, the provisions of this clause will continue to apply until the reduction reaches the classification to which they have moved.
- (v) If, at any time, an employee fails to bid on or accept a posting in their department for a higher classification than the classification to which they were displaced the provisions of the clause will then cease to apply and their classification will be reduced to the classification of the job they are performing.
- (vi) Where, at the time of the original displacement the employee elected to take a job in a classification lower than the classification that they could have been able to take, then the classification protection program will only apply down to the highest classification that they could have taken. When that classification is attained by virtue of the operation of this clause the rate will be further reduced immediately to the classification to which the employee elected to move.
- (vii) Where an employee has elected to take a lower job as referred to in (vi) above, and then subsequently fails to bid on, or accept a posting in their department for a higher rated job, then the protection will immediately cease.
- (viii) Should an employee bid on a job lower than the classification to which they were displaced, then the protection will immediately cease.
- (ix) This process of wage rate classification maintenance will continue should the employee accept or reject an apprenticeship bid.

The application of this clause will not diminish an employee's rights under C.W.S.

25.06 Should the operation of the Technological Change Provisions of this Agreement result in the displacement of an employee to a lower rated job through the elimination of a job in any job class in a Department, then determination of the employee to be displaced will be made after taking into consideration the Company Seniority of the employees so affected in the department in which the Technological Change occurs.

25.07 Article 8.08 will apply to employee(s) who are displaced from the workforce by virtue of technological change.

ARTICLE 26

General Provisions

- 26.01** All Letters of Understanding agreed to at these negotiations and any Letters of Understanding undertaken between the two (2) parties during the term of this agreement will form part of this Collective Agreement.

ARTICLE 27

Duration of Agreement

27.01 This Agreement shall become effective on **May 1, 2024** and shall remain in effect until **April 30, 2027**, subject to any other provisions contained herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this **12th** day of **March 2025**.

SIGNED FOR:

MOSAIC POTASH COLONSAY ULC

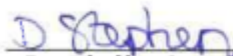
UNITED STEELWORKERS, Local 7656



Braden Domres
Labour and Employee Relations Manager



Darrin Kruger
Area Coordinator



Danielle Stephen
HR Manager



Sheldon Yanoshewski
President



Dustin Orosz
Sr. Mill Manager



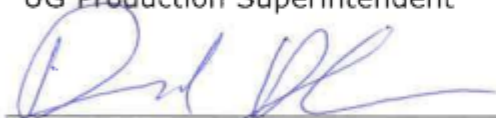
Greg Rogers
Surface Maintenance



Derrick Catterall
UG Production Superintendent



Tim Korte
Hoist & Shaft




Darryl Huslage
UG Maintenance Superintendent



Doug Purshega
UG Maintenance



Sydney Lee
HR Business Partner



Devon Howe
Surface Production



Darcy Kulcsar
UG Production



Kent Douglas
UG Production - Rehab

APPENDIX A – CWS MANUAL

APPENDIX B - WAGE SCALE

Classification	Effective May 1, 2023	Effective May 1, 2024	Effective May 1, 2025	Effective May 1, 2026
		3.50%	3.50%	3.00%
Maintenance 1	\$57.48	\$59.49	\$61.57	\$63.42
Maintenance 2	\$51.40	\$53.20	\$55.06	\$56.71
Maintenance 3	\$41.88	\$49.91	\$51.66	\$53.21
Maintenance 4	N/A	\$43.35	\$44.87	\$46.22
Process Operator (Bid)	\$54.56	\$56.47	\$58.45	\$60.20
Mill Operator Level 1	\$51.40	\$53.20	\$55.06	\$56.71
Mill Operator Level 2	\$48.22	\$49.91	\$51.66	\$53.21
Mill Operator Level 3 (Bid)	\$41.88	\$43.35	\$44.87	\$46.22
Scale Operator (Bid)	\$51.40	\$53.20	\$55.06	\$56.71
Loadout Operator Level 2	\$48.22	\$49.91	\$51.66	\$53.21
Loadout Operator Level 3 (Bid)	\$41.88	\$43.35	\$44.87	\$46.22
Miner Operator (Bid)	\$54.56	\$56.47	\$58.45	\$60.20
Underground Operator Level 1	\$51.40	\$53.20	\$55.06	\$56.71
Underground Operator Level 2	\$48.22	\$49.91	\$51.66	\$53.21
Underground Operator Level 3 (Bid)	\$41.88	\$43.35	\$44.87	\$46.22
Rehab Miner Operator (Bid)	N/A	\$56.47	\$58.45	\$60.20
Rehab Operator Level 1	\$54.56	\$53.20	\$55.06	\$56.71
Rehab Operator Level 2 (Bid)	\$48.22	\$49.91	\$51.66	\$53.21
Hoist Operator (Bid)	\$54.56	\$56.47	\$58.45	\$60.20
Shaft Operator Level 1	\$51.40	\$53.20	\$55.06	\$56.71
Shaft Operator Level 2 (Bid)	\$48.22	\$49.91	\$51.66	\$53.21
Technical	\$53.03	\$54.89	\$56.81	\$58.51
Clerical	\$45.30	\$46.89	\$48.53	\$49.99
Entry Level Operator	\$36.60	\$37.88	\$39.21	\$40.39

APPENDIX C - JOB TITLES

The below list is a list of in-scope positions (titles) as of May 31, 2021. Particulars of every position to be filled will be consistent with the CWS job descriptions where they exist.

Labourer	Car Switcher	Car Loader
Dry Person	Mill Dry Person	Operator Trainee
Bobcat Operator	Utility Person	Forklift Operator
Reagents Operator	Service Person	Mine Technician III
Clerk 2	Mill Truck Driver	Service Truck Driver
Mill Tool Crib Attendant	Cable Repair	Skiptender
Lubricator	Operator II	Truck Loader
Trackmobile Operator	Circuit A	Circuit B
Operator I	Road Crew	Belt and Screen Attendant
Tailings Reclaim Operator	Warehouse Person II	Clerk I
Staging & Laydown Attendant	Loader/Bridge Operator	Tire Repair
Mine Technician II	Rehab Operator II	Construction
Compaction I	Compaction II	Compaction III
Sandblaster/Painter	Scale Operator	Process Laboratory Technician Metlab
Construction Leadhand	Shaftperson	Mobile Equipment Operator
Warehouse Person I	Process Laboratory Technician	Scaffolder
Sr. Chemist	Mine Technician I	Hoist Operator
Mining Machine Operator	Rehab Operator I	Process Operator
Electrician	Heavy Duty Mechanic	Industrial Mechanic
Machinist	Welder	Instrument Technician
Steamfitter/Pipefitter	Refrigeration Technician	Motor Vehicle Mechanical Repair
Plumber	Carpenter	Journeyperson Partsperson
Power Engineer	General Gas Fitter	Draftsperson
Electrician Leadhand	Heavy Duty Mechanic Leadhand	Instrument Technician Leadhand
Machinist Leadhand	Electronic Technician	Electrician/Comm. Maint. Person
Maintenance Leadhand	10T Tandem Dump Truck	Offload / Haul back
Maintenance Technician		

APPENDIX C – MAINTENANCE CLASSIFICATIONS

Maintenance Classification - Bid			
<u>Maintenance 1</u>	<u>Maintenance 2</u>	<u>Maintenance 3</u>	<u>Maintenance 4</u>
<ul style="list-style-type: none"> • Journeyperson Electrician • Journeyperson Heavy Duty Mechanic • Journeyperson Industrial Mechanic • Journeyperson Welder • Instrument Technician • Journeyperson Plumber • Journeyperson Carpenter • Power Engineer • Journeyperson Scaffolder • Journeyperson Machinist • Journeyperson Motor Vehicle Mechanical Repair • Maintenance Technician 	<ul style="list-style-type: none"> • Journeyperson Partsperson • Heavy Equipment Operator • Sandblaster / Painter 	<ul style="list-style-type: none"> • Staging & Laydown Attendant 	<ul style="list-style-type: none"> • Lubricator • Dry Person • Warehouse Person 1 • Service Person • Skiptender

1. Maintenance **4** is an entry level bid position that will be filled by the most senior employee.
2. Maintenance 1 and 2, employees must possess the required qualifications.
3. Heavy Equipment Operators must be qualified as an Operator 3 or Maintenance **4** to bid for this position.
4. **All Maintenance Classifications are a site wide bid.**
5. Lead hands, who accept a lead hand bid as identified in Appendix C (Job Titles), will receive a premium of two dollars (\$2.00) for all hours worked.

APPENDIX C – TECHNICAL & CLERICAL CLASSIFICATIONS

Technical and Clerical - Bid	
<u>Technical</u>	<u>Clerical</u>
<ul style="list-style-type: none">• Draftsperson• Mine Tech 1• Lab Tech• Metallurgical Tech• Electronic Technician	<ul style="list-style-type: none">• Clerk

Minimum Education Requirements

1. Technical – Relevant Diploma or equivalent as identified by a recognized post-secondary institute.
2. Clerk – Office Education Certificate

APPENDIX C – SURFACE PRODUCTION & LOADOUT PROGRESSIONS

Surface Production – Mill		
<p style="text-align: center;">Mill Operator 1</p> <p><i>Mill Operator 2 for minimum of 36 months total working time; proficient as Mill Operator 2; working knowledge of Delta-V</i></p> <ul style="list-style-type: none"> • All duties of Mill Operator 2 • Operation of Delta-V in Mill and flotation circuit 	<p style="text-align: center;">Mill Operator 2</p> <p><i>Mill Operator 3 for a minimum of 24 months total working time; proficient as Mill Operator 3</i></p> <ul style="list-style-type: none"> • All duties of Mill Operator 3 • Operate compaction • Operate wet-end including circuits and crushing <p><i>Operating at this level for 36 months as a requirement to progress to Mill Operator 1</i></p>	<p style="text-align: center;">Mill Operator 3 (Bid) Entry level</p> <ul style="list-style-type: none"> • Safely operate 10-ton/tandem dump truck • Overhead crane • Forklift • Skid steer • Track hoe • Operate tailings and reclaim system • Reagent operation <p><i>Operating at this level for 24 months is a requirement to progress to Mill Operator 2</i></p>

- Process Operator will be a bid position. Process Operators are expected to take a leadership role on their respective crews.
- **Entry level operators will have their time working on temporary assignments counted towards Operator 3 progression time in that progression.**

Surface – Loadout	
<p><u>Loadout Operator 2</u></p> <p><i>Loadout Operator 3 for a minimum of 24 months total working time; proficient as Loadout Operator 3</i></p> <ul style="list-style-type: none"> • All duties of Loadout Operator 3 • Operation of dyna-k treatment system • Operate loadout circuits • Check belt & conveyors for build-up and proper alignment • Operation of scales in loadout <p><i>Operator 2 is the highest progression for loadout</i></p>	<p><u>Loadout Operator 3 (Bid)</u></p> <p><i>Entry level</i></p> <ul style="list-style-type: none"> • Safely operate 10-ton/tandem dump truck • Skid steer • Forklift • Overhead crane • Rail car sampling • Operate trackmobile • Switcher • Loader <p><i>Operating at this level for 24 months is a requirement to progress to Loadout Operator 2</i></p>

- Scale Operator will be a bid position. Scale Operators are expected to take a leadership role on their respective crews.
- **Entry level operators will have their time working on temporary assignments counted towards Operator 3 progression time in that progression.**

APPENDIX C – UNDERGROUND PRODUCTION & REHAB PROGRESSIONS

Underground Production		
<p>Underground Operator 1</p> <p><i>Underground Operator 2 for minimum of 36 months total working time; proficient as Underground Operator 2</i></p> <ul style="list-style-type: none"> • All duties of Underground Operator 2 • Production miner • Knowledge of all ground conditions • Conveyor installations 	<p>Underground Operator 2</p> <p><i>Underground Operator 3 for a minimum of 24 months total working time; proficient as Underground Operator 3;</i></p> <ul style="list-style-type: none"> • All duties of Underground Operator 3 • Scaling machines • Roof bolters • Flexiveyor Gen 2 Front • Flexiveyor Gen 3 Front • Four Section Bridge • Belt Winder • Basic construction; knowledge in belt extension, infrastructure installation, drive installations <p><i>An Operator 2 can start training on miner; operating at this level for 36 months is a requirement to progress to Underground Operator 1</i></p>	<p>Underground Operator 3 (Bid)</p> <p><i>Entry level</i></p> <ul style="list-style-type: none"> • Scooptram • Forklift • Skidsteer • Water truck • Belt extensions • Road maintenance • Flexiveyor Gen 2 Tail • Flexiveyor Gen 3 Tail • Four Section Bridge Tail <p><i>Operating at this level for 24 months is a requirement to progress to Underground Operator 2</i></p>

- Miner Operator will be a bid position. Miner Operators are expected to take a leadership role on their respective crews.
- **Miner Operators must be willing to train on the Alpine & Drum miners (floor and wall cutting)**
- **Entry level operators will have their time working on temporary assignments counted towards Operator 3 progression time in that progression.**

Underground Production - Rehab	
<p>Rehab Operator 1</p> <p><i>Rehab Operator 2 for minimum of 36 months total working time; proficient as Rehab Operator 2</i></p> <ul style="list-style-type: none"> • All duties of Rehab Operator 2 • Proficient in drive installations, belt installations, and infrastructure installations • Blasting ticket • Ability to run rehab machines (Alpine Miner, Drum Miner) • Ground condition knowledge above normal mining horizon 	<p>Rehab Operator 2 / Construction (Bid)</p> <p><i>Underground Operator 3 for a minimum of 24 months total working time; proficient as Underground Operator 3;</i></p> <ul style="list-style-type: none"> • All duties of Underground Operator 3 • Scaling machines • Roof bolters • Basic construction; knowledge in belt extension, infrastructure installation, drive installations, mainline belt, roller & structure maintenance • Undercutter • Blasting training <p><i>As Operator 2 can start training on rehab machines</i></p>

- **Rehab Miner Operator will be a bid position. Rehab Miner Operators are expected to take a leadership role on their respective crews.**
- **To be eligible for a Rehab Miner Bid, applicants must be qualified as a Production Miner Operator or Rehab Operator 1.**

APPENDIX C – SHAFT PROGRESSIONS

Shaft		
<u>Hoist Operator (Bid)</u> <ul style="list-style-type: none"> • Pass hoist operator exam (external) • 240 hours on the hoist • Meet medical requirements of Mine Branch • Work with shaft crew for three (3) months for familiarization of work area (if no previous shaft experience). 	<u>Shaft Operator 1</u> <i>Shaft Operator 2 for minimum of 36 months</i> <ul style="list-style-type: none"> • Rigging in emergency hoist • Changing ropes, water lines, installing cables • Able and willing to lead shaft work; responsible for leading major repairs, etc. • Able to identify, adjust and correct deficiencies with rope and/or conveyance entry and alignment • Lead and inspect, adjust all necessary repairs for the safe efficient operation of all hoist / skip related equipment 	<u>Shaft Operator 2 (Bid)</u> <i>Entry level; must have been an Operator 3 for minimum of 24 months</i> <ul style="list-style-type: none"> • Experience on rigging • Familiar with fall arrest devices and comfortable working at heights • Inspect and maintain shaft from sheave wheel to sump • Inspect/change out and make adjustments and repairs to conveyances • Inspect skip-loading and skip-dumping devices • Inspect and lubricate wire ropes • Inspect and service conveying systems and mine pumps, long and short dividers, and shaft washing • Service shaft tubbing and bolts • Knowledge of mine regulations and log books pertaining to hoist maintenance and shaft maintenance <p><i>Operating at this level for 36 months is a requirement to progress to Shaft Operator 1</i></p>

APPENDIX C - FOOTNOTES

1. Entry Level Operators will be hired externally and will be assigned to train on surface or underground at the Company's discretion.
2. For Underground, Surface and Shaft positions, employees will enter the progression by bidding into the lowest level of the progression. Employees will then automatically progress to the next highest level, and associated pay rate, by obtaining the required skills, competencies, and time at their current progression level.

Entry Level Operators can bid into a level three (3) position at any time. The most senior employee will receive the bid. Employees will receive the associated rate of pay once they meet the qualifications of that position.

3. Training opportunities will be offered to employees in order of seniority. Employees unwilling to train will be placed at the rate for which they are qualified. Employees are responsible for requesting training through the provided form.

The Company will provide the Union training records upon request.

4. Employees will not be required to progress and can choose to stop progressing at any level.
5. Should an employee be qualified to work in a higher progression and choose to work in a lower progression, the employee will receive the lower level of pay.
6. Employees who bid from the Mill Progression to the Loadout Progression will be credited with the time spent in the Mill Progression but will be required to meet the appropriate training requirements in order to progress to the Loadout Operator 2 level.
7. The Company may assign employees to work in any position in their bid or progression for which they hold the ability to safely perform the duties of the position. When the Company desires to assign employees to a position outside of their bid or progression, they shall first seek senior qualified volunteers. Should there be no senior qualified volunteers, the Company may assign the junior qualified employee.

If an employee substitutes in any job for any period of time in one shift, including any overtime hours continually worked, they shall receive the full rate for the job or their regular rate, whichever is greater, for the entire shift.

If the transfer of an employee from one department to another is required by the Company for the efficient conduct of operations, the employee, upon completion of two (2) months from the date of the transfer, shall return to their previous position in the department from which they were transferred. This two (2) month period may be extended for a further specified period with mutual agreement in

writing between the Company and the Union. Such transferred employees shall only be eligible to bid on positions in their original department or on site-wide posted positions. When an employee is transferred for three (3) days or more the Company will notify the Union in writing of such transfer. When an employee is transferred from one department to another, as required by the Company, the employee will receive the higher rate of pay, either their current wage or the rate of the new department, for the entire duration of their transfer.

8. Employees qualified in a progression may be assigned duties at any level of that progression. Employees must maintain their qualifications in all levels of their progression.
9. Applicants for Shaft Operator 2 must be qualified as an Operator 3 to bid for Shaft Operator 2.
10. **Members will receive the rate of pay associated with their progression on the day they advance to the next level. (IE. Mill Op2 will receive Op1 rate of pay upon completion or request, of training and time in Mill Op2.)**

APPENDIX D – APPRENTICESHIP AND TRAINING

1.01

- (a)** Apprenticeship vacancies shall be posted and be filled by the qualified applicant employee with the greatest Company seniority. Qualification to enter a trade will be determined following completion of Aptitude Testing as outlined in Article 1.10. If the employee under consideration fails to demonstrate suitability for the trade, as defined by the Education Consulting Service, the next senior qualified employee will be considered. Notwithstanding any provision contained in this Agreement, qualified tradesperson and/or apprentices will only be given consideration if they have not worked in their trade for a period of more than four (4) years or if they have been displaced from their trade or apprenticeship, or when there is no other qualified applicant.

Employees will only be allowed to be the successful applicant to one Company sponsored apprenticeship, however, employees who do not complete their apprenticeship, through no fault of their own, will be permitted to apply for future apprenticeships.

- (b)** Employees enrolled in a program for educational upgrading prior to a posting for an apprenticeship will be given one (1) opportunity to write the 'entrance requirement' exam as administered by the Apprenticeship Board. This will be limited to three (3) persons for each apprenticeship posting.

1.02 Employees who are indentured will be given leaves-of-absence in order to attend formal training in accordance with the number and types of courses offered and the ability of the Company to meet its normal requirements of operation.

1.03

- (a)** While attending formal training an apprentice will receive their normal weekly earnings (hours worked x hourly rate) plus shift differentials, where applicable, less any amount of grant the apprentice receives from Service Canada or any other source. Such make-up pay is limited to eight (8) hours per day and forty (40) hours per week while in attendance at such school.

- (b)** Travel Allowance of one (1) return trip per week paid as per Company policy, less any trips paid by the Government.

1.04 Article 1.11, "Schedule of Apprenticeship Training" shall apply to employees who are a successful applicant for a training opportunity in the Power Engineering or Journeyperson Partsperson program which shall be posted in accordance with Article 1.01(a) above.

1.05 Where an employee is indentured according to the provisions as laid out in Section 1.01, they will be paid in accordance with the level of apprenticeship qualification into which they are accepted.

1.06 Determination of the level of apprenticeship and entry qualifications shall be made by the Provincial Director of

Apprenticeship.

- 1.07 Subject to requirements of operations and upon request an Indentured apprentice will be given work experience in the various areas of the operation.
- 1.08
- (a) Should an apprentice fail their course of studies the individual may repeat a level (if permitted to do so by the Ministry of Labour Relations & Workplace Safety, Apprenticeship Branch) at their own cost; and,
 - (b) If an individual in (a) above chooses not to repeat a level, or fails a second time, then they will be removed from the program and assigned to the position they held prior to entering the apprenticeship program within the following limitations:
 - (i) In the event this prior position no longer exists then the individual will be assigned, via the bumping process, to the position, within the same department, nearest in pay (based on current rates at the time) to the former position which takes into account their seniority and qualifications; and,
 - (ii) a reasonable period of training will be provided for the individual to gain familiarity with equipment, processes, safety and procedures.
 - (c) An individual who drops out of the Apprenticeship Program will be reassigned as per (b) above.
- 1.09 Upon successful completion of the apprentice program and obtaining the red seal designation, the employee will be placed in the trade role as identified in the original apprentice posting awarded to the employee.

1.10 Aptitude Testing

- (a) Senior bidders for Apprenticeship vacancies will be evaluated to assess their potential for successful completion of an Apprenticeship Program.
- (b) The evaluations will be performed by Saskatchewan Polytechnic or other education consulting service agreed upon by the Company and Union.
- (c) All employees who take part in the evaluation must sign a release allowing the institution conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required to successfully complete the Apprenticeship Program. This information will only be required at the time an employee is the senior bidder on the apprenticeship posting.
- (d) All employees who participate in this process will be given a breakdown of their evaluation in a confidential follow-up interview conducted by those responsible for the evaluation.
- (e) An employee deemed not to have the potential for the Apprenticeship Program will be advised what they can do in order to meet the required criteria.

Subsequent testing will not be considered unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the necessary steps, as identified by the educational consultant, to warrant a re-evaluation.

- (f) The Company plans to offer the Education Consulting Service evaluation on site in advance to senior employees. The Company will endeavour to offer these evaluations on an employee's day shift and they will not lose any paid time. If a qualified bidder is senior on a posted apprenticeship bid, and has not yet been evaluated, the Company will schedule that employee an opportunity to be tested on their own time as soon as possible.
- (g) The Company will be responsible for the cost of the Education Consulting Service. Other costs, such as time (outside of the scheduled on-site testing) and travel costs will be the responsibility of the employee.

1.11 Schedule of Apprentice Training

2080 Hour Training Periods

Apprentice Level	1st	2nd	3rd	4th	Journey person
Pay Rate	Maintenance 4 + \$2.00	Maintenance 4 + \$4.00	Maintenance 4 + \$6.00	Maintenance 2	Maintenance 1

Training of Employees for Trade Jobs

Employees training through apprenticeship courses in a given trade shall commence their training and be paid the standard hourly rate outlined above unless assigned to a higher period, in which case they shall be paid the standard hourly rate appropriate to the period to which they are assigned, and shall thereafter, at the conclusion of each training period of 2080 hours of actual training experience with the Company be advanced to the standard hourly rate for the job class of the succeeding period as set out in the above schedule.

APPENDIX E – SUMMARY OF GROUP BENEFIT PLANS

A summary of group benefit plans is set out. These plans are Life Insurance and Accidental Death and Dismemberment Benefits, **Short Term Disability Plan**, Long Term Disability Plan, Pension Plan, Extended Health Benefit Plan and Dental Plan.

It is understood that the Company may change carriers which underwrite the benefit plans as long as the level of benefit coverage is maintained.

The Company will provide to the Union the benefit plans after any change to benefit providers or updates after the conclusion of bargaining.

Benefit changes will be effective one month following the date of ratification.

Employees on Maternity or Parental Leave of Absence will continue to be eligible to receive benefits under the Group Life, Extended Health Benefits, Pension and Dental Plans.

Booklets and other printed material describing the Group Benefit Plans below are available to employees and can be obtained at the Human Resource Office.

The plan descriptions below are subject to terms and conditions of the insurance policies issued by the Insurance Companies to the Company.

Group Life Insurance and Accidental Death & Dismemberment Benefits

This plan provides basic coverage of two (2) times the employee's basic hourly rate computed as of May 1st on the formula of basic hourly rate times 2,080 hours to the nearest thousand.

This plan provides Accidental Death & Dismemberment insurance in the amount equal to that of Group Life Insurance.

The Company will provide dependent Life Insurance for Seven Thousand dollars (\$7,000) per dependent spouse and Seven Thousand dollars (\$7000) per dependent child.

These benefits will be provided on the first day of employment.

During the period of a layoff, for six (6) months or less, Basic Life Insurance and Accidental Death & Dismemberment Insurance will be maintained.

The full cost of this benefit is paid by the Company.

Short Term Disability Plan

Effective the date of ratification, for employees actively at work on that day, the plan will provide seventy percent (70%) of an employee's basic weekly earnings on the first day of accident, or the first day of hospitalization or the fourth day of sickness, to a maximum of twenty-six (26) weeks.

The definition of hospitalization to include day surgery which results in confinement to hospital.

An individual will not be entitled to initiate a claim for **Short Term Disability** benefits during the period of a layoff. When an employee is recalled to work but is not able to return due to sickness, accident or hospitalization, then they will be permitted to

initiate a claim effective on the date they should have returned to work. This provision will only apply to layoffs for periods of six (6) months or less. The Company will pay one hundred percent (100%) of the premium.

Eligibility is the first (1st) day of the second calendar month, if actively at work that day.

The Employment Insurance premium reduction will be attributed to the Company to offset its increased share of the cost of this plan.

Long Term Disability Insurance

Effective June 1, 1991, for employees who have completed one year of continuous service and are actively at work on the day of eligibility. This program will provide an employee with a disability income on completion of the Company's Sickness and Accident program at seventy percent (70%) of their basic monthly earnings to a maximum of five thousand five hundred dollars (\$5,500) per month to age 65 or the end of their disablement, whichever comes first. This program does not apply to a person who is in receipt of any Workers' Compensation benefits.

Benefits under the program are taxable and, effective June 1, 1991, are not reduced by other sources of disability income.

Disability is to be defined as follows:

"Total Disability" or "Totally Disabled" means that because of accidental bodily injury or sickness you are:

- (a) during the Elimination Period and the next eighteen (18) months of total Disability, unable to perform any and every duty pertinent to your occupation, and
- (b) thereafter, not able to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience, and for which the current monthly earnings are sixty percent (60%) or more of the current monthly earnings from your normal occupation prior to becoming disabled, and
- (c) at any time, not working for wage or profit (other than Rehabilitative Employment)

The Company will pay sixty percent (60%) of the cost of this program.

Extended Health Benefit Plan

The following is an outline of the basic details of the plan for general information only, subject to the terms and conditions of the insurance policies issued by the insurance company.

This plan will become effective the first day of the month following the date of ratification with positive enrollment. (Positive Enrollment means only persons previously reported as dependents will have claims entertained under this plan. The responsibility for reporting dependents will be the employee's and no retroactive coverage will be allowed.)

This plan provides a comprehensive drug plan with no deductible and with ninety percent (90%) reimbursement for drugs which may not be purchased without a prescription, with some limitations. This also covers life-sustaining drugs, such as

insulin.

This plan also covers, with no deductible, reimbursement for the difference between ward and semi-private hospital accommodation.

Prosthetic devices, artificial limbs, durable equipment are covered at ninety percent (90%) reimbursement.

The plan will pay reasonable and customary charges at ninety percent (90%) for speech therapist, Massage Therapist, Osteopath, Psychologist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Physiotherapy – five hundred dollars (\$500) per year maximum.

The plan will pay a maximum of one thousand dollars (\$1,000) every five (5) years for hearing aids.

Vision care including laser eye surgery up to four hundred dollars (\$400) for each plan member and dependents over eighteen (18) every twenty-four (24) months; and up to one hundred eighty dollars (\$180) for dependents under 18 (eighteen) every twelve (12) months. In addition to the coverage above, eye examinations will be reimbursed at a maximum of one hundred thirty dollars (\$130) during any consecutive twenty- four (24) month period.

Prescription Drug Cards will be provided with no deductible and ninety percent (90%) reimbursement. A dispensing fee cap of seven dollars (\$7.00) per prescription will be applied.

Eligibility is the first (1st) day of the month following one (1) month service. Ambulance Service in province is included.

Customary and usual charges for out of province benefits to a maximum of twenty thousand dollars (\$20,000) per year per member and per dependent.

Life time maximum of one hundred fifty thousand dollars (\$150,000) per member and dependents.

This plan will not provide benefits for any of the following charges:

- (a) For benefits the person is entitled or would have been entitled to receive under government plans in effect on the date of ratification, or
- (b) for benefits that would have been covered under any other private or co-insurance in effect on the date the treatment was incurred, or
- (c) for benefits which would be provided without charge in the absence of coverage under this plan.

During the period of a lay off for twelve (12) months or less, Extended Health Benefits will be maintained.

Defined Contribution Pension Plan

Effective September 27, 2016, all new hires will be enrolled in a Defined Contribution (DC) Pension Plan. The employee will be required to contribute five and one half percent (5.5%) of base earnings and the Company will match with a five and one half percent (5.5%) contribution. Existing employees will have the option to voluntarily enroll from the Defined Benefit Pension Plan (DB) to the DC Plan. Employees who elect to move into the DC Plan will have their service in the DB

Pension Plan frozen and will continue to accrue the negotiated DB Benefit.

Defined Benefit Pension Plan

Effective May 1, **2023**, this plan provides a pension at retirement of **eighty-one dollars (\$81.00)** per month for each year of continuous service from January 1, 1967.

Effective May 1, **2024**, this amount will increase to **eighty-seven dollars (\$87.00)** per month for each year of continuous service from January 1, 1967. This pension is in addition to benefits payable under Government Pension Plans.

Anyone retiring between May 1, **2024** and April 30, **2027** will have pension based on **eighty-seven dollars (\$87.00)** per month per year of pensionable service.

Early Retirement - unreduced benefit at 62 with minimum 25 years' service. One third (1/3) percent reduction per month (4% per year) from age 62 with minimum 25 years' service. One-fourth (1/4) percent reduction per month (3% per year) from age 65 for those regular employees on the payroll as at June 1st, 1995, who retire with less than 25 years' service.

The Company pays the full cost of this Pension Plan.

Retirement Savings Plan

Effective May 1, 2023, employees will be required to participate in the Retirement Savings Plan as per the following schedule:

Years of Service	Employee Contribution	Employer Contribution
0 – Retirement	3.5%	3.5%

The Company will provide a matching contribution and both employee and employer contributions will be deposited into accounts in the employee's name within the plan.

Savings plan contributions and investment income will be "locked-in" – as per Pension Legislation.

The plan will include the following:

- Regular Hours
- Paid Absences
- Union Paid Time
- President's Time
- Company Paid Committees
- Vacation Time

The plan provides an employer match providing the employee contributes on a voluntary basis for the following:

Short Term Disability

Workers Compensation (up to six (6) months)

Maternity Leave

Parental Leave

Elder / Dependent Care

Dental Plan

Dental Plan provides basic preventative and restorative treatment, and crowns, bridges and dentures. The plan reimburses eligible employees and their eligible dependents, one hundred percent (100%) for preventive services and eighty percent (80%) of eligible expenses to a maximum of two thousand two hundred and fifty dollars (\$2,250) per person each calendar year based upon the current dental fee schedule at the time the work is performed.

The Company will provide orthodontic coverage. This coverage will be sixty percent (60%) of orthodontic costs. The lifetime maximum for orthodontic coverage will increase to two thousand five hundred dollars (\$2,500) per plan member and each dependent of a plan member.

Eligibility after six (6) months service.

During the period of a layoff for six (6) months or less, Dental Benefits will be maintained.

The Company pays the full cost of this Dental Plan.

LETTERS OF INTENT

The following are the Letters of Intent between the Company and the Union and are intended for the purpose of information. They do not form part of the Collective Agreement.

MOSAIC POTASH COLONSAY ULC

REGISTERED

March 12, 2025

Mr. Sheldon Yanoshewski
President
USW Local 7656

Dear Mr. Yanoshewski,

Re: Severe Weather

During a severe weather event, an employee is expected to use good judgment in assessing the safety of travelling to work. However, a reasonable effort to report to work is required.

Time cards are to be completed for the actual time worked, as per the current practice.

Following each severe weather event, the Company will determine whether any time adjustments are appropriate.

Employees will not be permitted or required to use any PHC or vacation days to cover lost time due to severe weather conditions.

Re: Shift Exchanges

Mutual exchange of work shifts between Employees may be permitted provided the two (2) employees involved are both fully qualified to do the job. Shift exchange dates must be provided at the time of approval and completed within sixty (60) calendar days. If the shift exchange is granted, the involved employees shall not be entitled to or hold the Company responsible for any overtime payments during the exchanged shifts, nor any additional cost to the Company.

LETTERS OF UNDERSTANDING

LOU 1 - Vacation Closure

Letter of Understanding in the matter of work allocation during vacation closure:

Work during vacation closures will be allocated to the senior qualified employee in the following eight (8) sets of workgroups:

1. MINE PRODUCTION / REHAB
2. HIGH BAY / DIESEL BAY / FACE CREW / UNDERGROUND ELECTRICAL
3. MILL PRODUCTION / LOADOUT / LAB TECHNICIAN / SENIOR CHEMIST
4. MILL MAINTENANCE / MILL ELECTRICAL / INSTRUMENTATION / POWERHOUSE
5. SHAFT / MACHINE SHOP / SHOP ELECTRICAL
6. WAREHOUSE / SERVICE CREW / MINE DRY
7. MINE TECH / CLERICAL / DRAFTSPERSON
8. HOIST OPERATOR

For the purpose of this letter only, the parties understand that "qualified" shall mean the ability to do the job immediately without training.

Employees exercising their opportunity to work within their own work group will receive the greater of their own rate of pay or the rate of pay for the job being performed.

Employees exercising their opportunity to work in a job outside their work group will receive the rate of pay for the job being performed.

LOU 2 – Chief Power Engineer

The Company and the Union hereby agree to the following:

1. The duties of the Chief Power Engineer will be performed by an in-scope employee. This employee shall:
 - (a) Meet the criteria for Power Engineer;
 - (b) Possess at minimum a Class 2 Power Engineer Certificate;
 - (c) Maintain water treatment ticket **Level 2**.
2. In addition to, or congruent with, the responsibilities of the Power Engineer Lead Hand role, the Chief Power Engineer will:
 - (a) Oversee, instruct and monitor the power house operators in the operation of their duties;
 - (b) Ensure that the log book is updated and maintained;
 - (c) Ensure that required checks are conducted and that an accurate record is kept of these checks;
 - (d) Notify the appropriate site manager, site safety representative, and/or the chief inspector of any unsafe condition, accident or fire involving the pressure equipment.
3. The duties will not include adjusting manpower, discipline, scheduling, or any other regular supervisory/managerial duties.
4. The position of Chief Power Engineer will be a bid position in accordance with Article 9 of the Collective Agreement.
5. The employee will be supported by the Maintenance Superintendent, Colonsay and by the Chief Engineer, Belle Plaine or another qualified individual identified by Mosaic.
6. During this period, in addition to the Maintenance 1 rate, the employee will receive an additional hourly rate of 11.6% of the Maintenance 1 rate per hour worked.
7. The responsibilities of this position require the employee to work the day shift (M-Th; 6:30 to 4:30).
8. The employee will be provided a company phone and will be required to be available should an emergency arise. Any circumstances requiring a call back will be paid in accordance with the Collective Agreement.
9. The employee continues to be eligible to work overtime in the role of Power Engineer. Any overtime hours worked that are not related to the Chief Power Engineer position will be paid based on the Maintenance 1 rate.
10. Should any circumstances arise that have not been contemplated, the parties

agree to meet as expeditiously as possible to determine the best manner of dealing with those circumstances.

11. The Parties agree the duties being performed by the employee, which are typically performed by an employee out-of-scope of the bargaining unit, will continue to be out-of-scope duties. As such, the Employer can remove these duties and assign them to a qualified, out-of-scope employee and/or fill the position of Chief Power Engineer at any time should they choose. A minimum of 30 days' notice will be provided.

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