

THIS AGREEMENT, made and entered into the 6th day of October, 2015 by and between:

Potash Corporation of Saskatchewan Inc., Allan Division, operators of PCS Potash Allan Division, hereinafter called the "Company"

Party of the first part,

and,

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (to be known as the "United Steelworkers" and by the acronym "USW"), for itself and on behalf of its Local 7689, hereinafter called the "Union"

Party of the second part,

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

NOTE: For purposes of this Agreement, any reference to employees as "he" or "his", etc. shall mean all employees, male and female, in the Bargaining Unit.

REMEMBER YOUR KEY PROCEDURES:

- Lockout
- Fall Protection
- Confined Space
- Sound & Scale

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ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the exclusive representative for the purpose of bargaining collectively with regard to rates of pay, hours of work, working conditions and other conditions of employment, for all employees employed by PCS Inc., Allan Division near Allan, Saskatchewan, except supervisors; foremen; superintendents; managers; office and clerical staff; the mine, process, laboratory and instrumentation technician; nurse; first aid attendant; plant security; and a person having and regularly acting on behalf of management in a confidential capacity with the intent that this Agreement will promote an efficient and effective operation and a procedure for the prompt settlement of grievances. No Employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of the Agreement.

1.02 The Company reserves all rights and prerogatives unless clearly and explicitly granted to the Union by this Agreement. Subject to the provisions of this Agreement, the Union understands and agrees that the Company has the exclusive and undisputed right and power to operate and manage the business in all respects, including, but not limited to, the right

- a) to maintain order, discipline and efficiency, to determine job content and the assignment of work, to make, alter and amend rules of conduct and procedures for employees;
- b) To hire, discharge, classify, transfer, promote, demote, lay-off, recall, suspend or discipline employees, provided, however, that if the employee believes that he has been discharged or disciplined without just cause or that any other exercise of the foregoing rights is in conflict with the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure; and,
- c) generally to manage the business, locate, extend, curtail, cease operations and to determine the numbers and classifications of employees required for any or all operations, the kinds and locations of machines and tools to be used and the schedule of production.
- d) The Company recognizes the Union's concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency and the time to do the work, make efforts to limit the amount of future work to be "contracted out" during this agreement.

The Company shall not contract out work normally performed by employees in its workforce if as a result of such contracting out employees are laid off or demoted.

Where possible, except in the case of an emergency, the Company will notify the Union at least two (2) weeks in advance of contractors arriving on site. Such notice will contain the number of persons working, the work they are performing, and the anticipated duration of the job.

The company will maintain a list of contractor's qualifications and a list of contractors with whom there are safety concerns. Lists will be available to the

Union and Occupational Health Committee.

The Company and the Union shall review contracting out issues and upcoming projects at joint union management meetings. Any recommendations shall be submitted to the Company for consideration.

- e) The Company agrees that this clause will not be used in an unfair, inequitable or unjust manner against any employee.

1.03 The parties agree that in cases whereby notice must be provided from one party to the other, notice shall mean, unless otherwise indicated, notice in writing to the office normally associated with the administration of the collective agreement. Such notices can be sent via mail, facsimile, or email. The parties shall endeavour to verbally notify the other party.

ARTICLE 2 - DISCRIMINATION

- 2.01 a) No employee of the Company shall be intimidated or discriminated against by either party because of membership in any union, or because of their race, religion, religious creed, colour, sex, political belief, nationality, ancestry, place of origin, or age (with the exception of an employee's normal retirement date). In addition, consistent with the provision of the Human Rights Act, 1993, the parties agree that there shall be no discrimination by either the Company or the Union by reason of family status, sexual orientation, marital status or disability.
- b) The Union and the Company recognize the right of all employees to work in an environment free of harassment and discrimination. The Company shall have in Human rights Code and **Saskatchewan Employment Act**.

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

2.02 Affirmative Action

The parties of this Agreement, The Potash Corporation of Saskatchewan Inc., Allan Division and the United Steelworkers of America, C.L.C., Local 7689, agree there is a need to redress the under representation in the work force of persons of native ancestry, women and the disabled.

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

ARTICLE 3 - NO UNION ACTIVITY ON COMPANY TIME

3.01 Except as provided in this Agreement, there shall be no Union activity on the Company's time or property.

3.02 The Union President or his representative shall be scheduled to spend one-half hour with new Bargaining Unit employees for the purpose of orientation, at a time scheduled by the Company.

Following the completion of the employee's first evaluation by their Supervisor during the

employee's probationary period, the Company will schedule new employees for a follow-up interview with one of the four (4) (two surface and two underground) designated Union Representatives. The Company will provide the employee with a copy of his evaluation as per Article 9.01. Such interview will not exceed one half-hour.

3.03 The President of the Local, or his designate, will be granted up to twelve (12) hours leave of absence with pay in each week at his regular straight time hourly rate, to administer local union business on site, between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Such activity will not interfere with employees on duty in the performance of their work, and if the union representative desires to talk with an employee while on duty, he must receive permission from the employee's supervisor. Such time will not be accumulative.

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

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 "Grievance" means any difference between the Company and any employee or employees bound by this Agreement, or between the Company and the Union, concerning an alleged violation of the interpretation, application or operation of the terms of this Agreement. The party submitting a grievance will ensure that it clearly states the issue or issues involved. All grievances shall be finally and conclusively settled in the manner set out in this Article.

4.02 In all cases while grievances are being investigated the employee(s) and all other scheduled employees, except an employee serving a disciplinary suspension or on layoff, must continue to work. Where an employee(s) has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled.

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

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

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

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

4.05 Because of the desirability of a continuity of activities, the parties agree that when possible the negotiation of grievances shall be conducted immediately after the start, or concurrent with the end of the shift. A copy of the Grievance Reply at each Stage will be sent to the Union's Grievance Chairman.

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

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

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

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

- c) Stage 2 - Failing a satisfactory settlement of the grievance at Stage 1, the employee(s) in person, with their Shop Steward in attendance, may, within three (3) days after the decision of the immediate supervisor at Stage 1 has been or should have been given, submit the grievance in writing to the department superintendent, or his delegate. The grievance shall state the exact nature of the grievance, the act or acts complained of, and when they occurred, the identity of the employee or employees who claim to be aggrieved, the section or sections of the agreement that the employee or employees claim the Company has violated, and the remedy he or they seek. The Department Superintendent or his delegate shall advise the employee of his decision in writing within three (3) days from the time the grievance was submitted to him.
- d) Stage 3 - Failing satisfactory settlement of the grievance at Stage 2, the Grievance Committee may submit the grievance, which shall be stated in writing to the General Manager or his delegate within five (5) days after the decision of the department superintendent has been or should have been given.

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

The grievance shall be presented at Stage 3 by not more than three (3) members of the grievance committee, the International Staff Representative and a shop steward. The General Manager may, if he so desires, be accompanied by other officials of the Company. The employee(s) alleging the grievance shall be present at the hearing if the Company or Union so request.

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

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

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

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

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

4.06 If the grievance is not submitted within the time limits provided in this Article, then the grievance is deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

4.07 Scheduled days off, vacation leave, inventory correction lay-offs and Public Holidays as designated in Article 13, shall not be counted in determining the time limits within which any action is to be taken in each of the first three stages of the Grievance Procedure.

4.08 The time limits in this Article may be extended by mutual agreement of the parties in writing.

4.09 The procedure for settling of disputes set out in this Article shall be strictly adhered to, except where the Company and the Union agree to by-pass Stages 1 and 2.

4.10 In the event that two (2) or more employees have a grievance which are sufficiently common in nature that they may be conveniently dealt with together, it may be submitted at Stage 2 of the Grievance Procedure.

A grievance involving two (2) or more employees shall be presented by not more than two (2) employees of those in the group directly concerned.

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

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

4.12 Any grievance arising directly between the Union and the Company shall be submitted in writing at Stage 3 of the Grievance Procedure.

4.13 The personnel file of an employee shall be available for inspection in Human Resources Department, by appointment during office hours, by the employee or his delegate, provided the employee has given written permission for his delegate's inspection and they have obtained permission from their immediate supervisors to leave the job.

4.14 Disciplinary action which has not been the basis of further disciplinary action for a period of twelve (12) months of active employment by the employee shall not be used to determine the level of any new disciplinary action that may be assessed to an employee and shall be removed from the employee's file. For the purposes of this article, active employment shall not include periods of Short Term Disability greater than two weeks, Long Term Disability, and any unpaid leave of absence of greater than two weeks; periods of involuntary layoff and periods on Workers Compensation shall be deemed active employment. Notwithstanding this agreement, the Company is not required to do periodic personnel file reviews. Documentation shall be removed at the time of its discovery.

ARTICLE 5 - DISCHARGE OR SUSPENSION

- 5.01 a) When an employee is discharged or suspended for just cause, the employee and the union shall be notified in writing of the discharge or suspension. A copy of any written warning, which is to be placed in an employee's personnel file, shall be given to the employee.
- b) If a permanent employee is demoted, suspended without pay, or discharged, for disciplinary reasons, he will be entitled to a hearing with Management and two Union representatives, i.e., the employee's shop steward and the grievance committee chairman or his delegate.

As much as is practical, such hearing will be held prior to the disciplinary action being taken except in the case of gross misconduct and/or a case requiring immediate action. Such hearing will be without prejudice to any subsequent grievance or arbitration procedures.

5.02 If an employee claims that his discharge or suspension is without just cause, then he may submit a grievance within **ten (10) days** after the notice of discharge or suspension has been given. The grievance shall be presented at Stage 3 of the Grievance Procedure. The **ten (10) days** exclude the grievor's scheduled days off that would have occurred if he had not been discharged or suspended. **Upon request from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.**

5.03 The General Manager, or his delegate, shall give his decision to the Union and to the employee within five (5) calendar days from the date of the hearing. The General Manager's or his delegate's decision may confirm the discharge, or suspend the employee with or without pay for a specified period, or reinstate the employee without loss of basic regular earnings.

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

ARTICLE 6 - ARBITRATION

6.01 If a grievance is submitted to arbitration in accordance with Article IV, Grievance Procedure, within ten (10) days of receipt of such written notice, the Company and the Union shall select an Arbitrator as outlined below and notify him of his selection.

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

6.03 The Arbitrator to hear and decide each grievance requiring arbitration shall be selected from the following panel:

- 1) D. Ish
- 2) B. Bilson
- 3) A. Ponak

6.04 The Arbitrator to hear each case shall be selected by rotation in the order listed in 6.03 above. If the Arbitrator so selected is unable to serve, within a one hundred and twenty (120) day period, the Arbitrator next on the list of names shall be selected.

6.05 No member of the panel of arbitrators can be removed except by mutual consent of the Company and the Union in writing.

6.06 If a member of the panel of arbitrators is permanently unable to serve for any reason, the Company and the Union may mutually agree upon a replacement.

6.07 The arbitrator shall be presented with the written grievances submitted and the Company's replies. The arbitrator's award shall be confined to such issue(s).

6.08 The expenses of the Arbitrator and a mutually agreed to place of hearing shall be borne in equal shares by the Union and the Company.

6.09 Witness fees and allowances shall be paid by the party calling such witnesses.

6.10 The award of the Arbitrator, in respect of an interpretation or alleged violation of this Agreement, shall be final and binding on all parties concerned, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. However, the Arbitrator may, before the close of the hearing of a discharge grievance, request that the Company and the Union make a further attempt to settle such grievance.

6.11 The Arbitrator shall be requested to give his award in writing to each of the parties within **ninety (90) days** after the close of the hearing and the presentation of all materials to the Arbitrator.

The Company agrees to **ninety (90)** days with the understanding that the change in timelines will be communicated to the arbitrator and used to encourage a more timely decision. However, the Company is not prepared to hold the arbitrator to **ninety (90)** days.

6.12 If an Arbitrator decides that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and basic regular earnings less any amounts earned, or will put into effect any lesser settlement determined by the Arbitrator.

ARTICLE 7 - UNION NEGOTIATING COMMITTEE

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

ARTICLE 8 - SENIORITY AND JOB POSTING

- 8.01 a) The Company and the Union recognize that job opportunity and job security should increase with an employee's length of service with the Company. In all cases of promotion, demotion, training, **transfer from one crew to another**, layoff or recall, the senior qualified employee shall be entitled to preference except where otherwise provided herein.
- b) The Company shall determine the number of employees in each job classification and if a vacancy in a job classification is to be filled or to be left vacant.
- c) When the services of individuals with special abilities or training are required and are not available within the Bargaining Unit, the Company may employ such individuals from outside the Bargaining Unit.
- d) "Qualified" shall mean the physical and mental fitness and the ability to meet the regular requirements of the job after a reasonable trial or training period. In maintenance job classifications qualified also means the ability to satisfactorily perform at the classification level.
- e) In the event of a demotion caused by layoff, an employee with more than three years service in the job he was demoted from will retain his rate of pay on a "red circled" basis for a period of one year. No wage increases shall apply to the "red circled" rate.

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

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

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

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

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

Departmental - the total aggregate length of time an employee with continuous service has spent in a department since their last date of hire, except where it

has been adjusted as per Article 8.08(b). The aggregate time refers only to permanent employees holding a permanent position in the department.

- b) If two or more employees begin work for the Company on the same date, their general seniority will be determined by a draw.

8.03 An employee's seniority will be lost when;

- a) he voluntarily quits, or
- b) he is discharged, or
- c) he is laid off for a period equal to his seniority or twenty-four (24) months whichever is lesser, (minimum of twelve (12) months), or
- d) he fails to return to work within the required time after lay-off, unless he gives a reason satisfactory to the Company for such failure to return to work, or
- e) he fails to return to work immediately upon completion of an approved leave of absence, unless he gives a reason satisfactory to the Company for such failure to return to work, or
- f) he is absent without leave for three (3) consecutive working days. His absence will be considered as a voluntary separation or "quit without notice".

8.04 In any reduction of work force or recalling after lay-off (except lay-offs of six (6) days or less) the Company shall consider the following two (2) factors in determining which employee or employees shall be laid off or recalled:

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

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

8.05 a) In any reduction of the workforce, for more than six (6) days and less than six (6) months, employees with the least Company seniority will be laid off, except that the Company will not be required to retain an employee because of his Company seniority unless such employee possesses the necessary qualifications to perform, and is willing to perform the work of the employee who would otherwise be laid off in accordance with this provision.

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

- i) It is understood the Company may refuse to grant the 3-day familiarization period if it can demonstrate that the employee could not meet the requirements of the job even if a 3-day familiarization period were granted.
- ii) For employees laid off for greater than six (6) days but less than sixty (60) days, to be eligible for the 3-day familiarization period, an employee must

have been trained and worked a minimum of two hundred (200) hours (which are not in addition to training hours), in the job within the past three (3) years and the employee had previously worked beyond the disqualification period in 8.14 in the job.

- iii) For employees laid off for greater than sixty (60) days but less than six (6) months, to be eligible for the 3-day familiarization period, an employee must have been trained and worked a minimum of three hundred (300) hours (which are not in addition to training hours), in the job within the past five years and the employee had previously worked beyond the disqualification period in 8.14 in the job.
- iv) An employee who fails to meet the requirements of the job during the 3-day familiarization period in a job above Job Class 8 will be eligible to displace a junior employee in a position at or below Job Class 8 (excluding Apprenticeship jobs) or Wagonmaster, Dispatch and Chute Operators, on the basis of Company seniority.

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

- b) Within each Department affected by the reduction, the Company will determine the specific positions required, and employees will be reclassified to available positions within their Department on the basis of qualifications and Company seniority.
- c) If there are vacancies available in departments due to the reduction of employees by Company seniority, employees who have been unable to remain in their respective Departments will be assigned to fill such other vacancies on the basis of qualifications and Company seniority, except that a journeyman may displace junior employees in the same trade in another department providing they are qualified and meet the full requirements of the position.
- d) The reasonable trial or training period as referred to in Article 8.01(d), does not apply in the case of layoff or recall, except for permanent reductions in the workforce, or lay off in excess of six (6) months, as outlined below.

In the event of a permanent reduction of the workforce, or lay off in excess of six (6) months, senior employees who are displaced from their Department and are not qualified for other vacancies identified as per 8.05 (c) at the time of the reduction, will be allowed a reasonable trial or training period not exceeding two hundred and forty (240) working hours in one of these vacancies for which they are eligible based on Company Seniority. If an employee fails to meet the requirements of the job during the trial and training period he will be laid-off or may displace a junior employee at or below Job Class 8 on the basis of Company seniority. If an indefinite lay off becomes a permanent lay off, those employees affected will have their eligibility for work determined based on their status at the time the lay off or reduction commenced, including the two hundred and forty (240) hour trial or training period as outlined above.

- e) Subject to Article 17.01, and the paragraph below, when it is determined that a subsequent permanent vacancy is to be filled, qualified employees who have been displaced from the job in question, as a result of a workforce reduction, within the twenty-four (24) months prior to the date the vacancy is being filled and who are working on site on a permanent basis, will be offered the vacancy on the basis of Company Seniority.

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

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

- f) Employees will be recalled from layoff on the basis of their Company seniority and ability to meet the qualifications of the job for which they are being recalled.
- g) Except for jobs of a temporary or emergency nature, an employee being recalled will be sent notice by registered mail to the employee's last known address. It is the responsibility of any employee to notify the Company of any change in postal address. The employee shall notify the Company of his intention to return to work within five (5) days and shall return to work within ten (10) days from the mailing of such notice, or on the specified date of recall, if later. The employee shall lose the right of such recall on the failure to comply with these conditions.
- h) An employee may be granted an additional ten (10) days to return to work for reasons satisfactory to the Company. If he fails to return at the end of the ten (10) day extension, the employee shall lose the right of recall. This period will be extended if disability prevents immediate return if the employee notifies the Company of the disability within the ten day period.
- i) However, an employee recalled to a temporary assignment may refuse recall without loss of subsequent recall rights.
- j) An employee who returns to work following recall and is subsequently laid off will again qualify under the provisions of Article 8.03 (c).
- k) If at the time of a layoff the Company gives an employee a definite date in writing upon which he is to return to work, further notice of recall will not be required and the employee shall lose the right of such recall, subject to Article 8.05 (g), if he fails to return on the date specified.
- l) An employee may elect layoff in lieu of a demotion to a lower job classification without loss of subsequent recall rights.
- m) An employee with five or more years of Company Seniority who is laid off as a result of technological change, as defined by the **Saskatchewan Employment**

Act, shall receive a severance payment of one week's pay at the employee's base wage at the time of lay-off, for each complete year of accumulated service prior to this lay-off, up to a maximum of thirteen (13) week's pay. In the event an employee who received a severance payment as provided above, is recalled within the period covered by the payment (maximum of thirteen (13) weeks), he shall repay a prorata amount of the severance payment based upon the date of recall. The parties agree that for the purpose of this agreement, the term "significant numbers" as referred to in the **Saskatchewan Employment Act** shall mean one or more persons, and as such any provisions outlined in this agreement or in the **Saskatchewan Employment Act** shall apply should a technological change affect one or more employees.

An employee who is demoted due to a technological change will maintain his base rate for a maximum of eighteen (18) calendar months from the original date of demotion providing he has three years of service with the Company. An employee who is maintaining his rate in accordance with this provision shall be required to accept any higher paying permanent vacancy in the department he was demoted from providing he has the seniority and qualifications to fill that classification. Failure to do so will result in the loss of these rate maintenance provisions.

- n) In the event of a permanent reduction in the workforce, the Company and the Union shall engage in discussions regarding options to allow senior employees to elect permanent layoff in lieu of junior employees. It is understood that these discussions may not result in agreement.**

8.06 Employees who have been laid off for more than fourteen (14) days will be entitled to subsequent layoff notice or pay in lieu of notice, which shall not be less than:

- one (1) week's notice if the employee's period of employment is less than three (3) years;
- three (3) week's notice if the employee's period of employment is three (3) years or more but less than five (5) years;
- five (5) weeks' notice if the employee's period of employment is five (5) or more years.

The above provisions do not apply if the period of layoff is for six (6) days or less, or if an employee is recalled for a specified, limited period of work.

The Company will pay the employee's base rate for that portion of the notice period in respect of which notice was not given.

8.07 TRANSFERS: If the transfer of an employee from one department to another is required by the Company for the efficient conduct of operations, the employee, upon completion of three (3) months from the date of his transfer, shall elect:

- a) to remain in the department to which he was transferred and his departmental seniority shall be from the date of his transfer, or
- b) to return to the department from which he was transferred, and his departmental seniority shall include the departmental seniority acquired in the department to which he was transferred.

The Company will place such employee in a job classification equal to, or higher than, the job from which he was originally transferred.

8.08 a) If the transfer of an employee from one department to another is required by the Company because of considerations of health, his departmental seniority in such other department shall be deemed to be equal to his departmental seniority in the department from which he was transferred.

b) An employee who is displaced from one Department to another on a workforce reduction and is unable to return to his original Department as per Article 8.05 (e) will, if he chooses to do so, have his Departmental Seniority adjusted to include his Departmental Seniority from his original Department. The adjustment will be made 24 months following the date he was placed in the new Department and he will no longer have seniority in the original Department.

8.09 TEMPORARY VACANCIES: A temporary vacancy is one which lasts four hundred and eighty (480) hours or less. This can be extended by mutual agreement.

a) A temporary vacancy occurs when an employee is absent from work in the case of sickness, vacation, leave of absence, or a vacancy caused by a successful bid of an incumbent prior to the vacancy being filled permanently.

b) When a temporary employee is hired to fill a temporary vacancy, as defined in 8.09 a), the Union will be advised of:

1. The Classification being filled
2. The expected date of hire
3. The date of termination of the temporary employee

8.10 TRAINING: To the extent consistent with efficient operations, a senior lower bracket employee will be given the opportunity to train for the higher bracket job next available to him in his Line of Progression, provided however that in determining the qualifications of successful bidders, as provided in this Article, such training will not be given preference in determining qualifications.

8.11 If the senior employee in a job classification or assignment refuses to avail himself of training opportunities or refuses a promotion, the Company may assign a less senior employee in that job classification or assignment to another shift or assignment consistent with his departmental seniority and qualifications if required to allow for promotional opportunities for other employees. "Promotion opportunities" as used above also refers to the additional skill assignments in the Plant Department.

8.12 FILLING A TEMPORARY VACANCY: A temporary vacancy as defined in Article 8.09 may be filled by an employee who is regularly classified in the job classification in which the vacancy exists or by the temporary advancement of an employee on the same shift based on departmental seniority and qualifications.

When filling temporary vacancies, the Company will determine in a fair and equitable manner the qualifications of an employee to fill the particular vacancy, which exists.

8.13 FILLING A PERMANENT VACANCY: a permanent vacancy shall be filled in accordance with the following sequence:

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

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

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

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

Within two hundred and forty (240) hours worked, if an employee fails to satisfactorily perform the duties in a job classification or assignment, he shall be returned to his last classification and assignment if the job assignment still exists, and he will not be considered for the job assignment he was disqualified from for a period of up to six months however, the employee needs to provide satisfactory proof to the company to demonstrate the employee has taken the necessary steps to warrant further eligibility.

8.15 TRANSFER OUT OF THE BARGAINING UNIT: Nothing in this Agreement shall be construed to prevent the transfer of an employee who is a member of the bargaining unit to a position not included in the bargaining unit, or vice versa. In the case where such a transfer is temporary in nature (not exceeding six (6) months in duration), the employee shall continue to accumulate both company and departmental seniority. In the event the transfer is for more than six (6) months, the employee shall lose all retained seniority. The six (6) month limit may be extended by mutual agreement of the parties, in writing.

8.16 DEPARTMENTS AND SENIORITY LISTS: For the purpose of applying the provisions of this Agreement, the departments shall be as follows:

- a) Mine Operating Department
- b) Mine Maintenance Department
- c) Plant Operating Department
- d) Plant Maintenance Department
- e) Plant Loadout Department
- f) Warehouse Department
- g) Safety Department

8.17 The Company will prepare lists of the employees showing the respective dates of their last entry into the Company's service and into their present department. Such lists shall be posted and remain for a period of three (3) weeks for the express purpose that any employee may make a complaint as to the correctness of the date of his last entry into the Company's service or into his present department. At the end of this three (3) week period, the lists, including any corrections that have been made, shall become final, if

such corrections are accurate. Seniority lists shall be revised and posted quarterly. A copy of the corrected list will be supplied to the Union.

8.18 JOB POSTING: All permanent job vacancies in sub-section (a), (b), (c), (d) and (f) will be posted for Company wide bidding, subject to Article 8.13. Sub-section (e), Apprenticeship job vacancies will be posted for Company wide bidding.

- a) New job assignments not specified in the Agreement.
- b) Job assignments above bid level jobs which the Company has been unable to fill in a line of progression.
- c) Bid level job assignments as designated in Exhibits "A" to "G" of the Agreement.
- d) Permanent day shift maintenance job assignments.
- e) An apprenticeship job vacancy.
- f) All permanent day shift vacancies that cannot be filled from the Line of Progression, including those below bid level, will be posted.

Notice of the vacancies as defined above shall be posted for six (6) days and shall show job classification, job assignment, rate of pay, department, shift work or day work, and the crew where the initial vacancy exists.

An employee who desires to be considered for the posted vacancy shall submit a written bid on a bid form supplied by the Company, within the posting period which closes at the end of the day shift on the sixth (6th) day of posting. A shop steward may file a bid on behalf of an absent employee.

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

The Company will transfer the successful bidder within thirty (30) days following the posting of the successful bidder's name if a qualified employee is available to fill the vacancy of the successful bidder. **Seniority in the new department shall begin the day the award is posted.** If the Company is unable to make such transfer within thirty (30) calendar days after posting the name of the successful bidder, then such bidder will receive the rate for the new job starting at the thirty-first (31st) day, provided the new rate of pay is higher than the bidder's present rate and the bidder will begin accumulating the new Departmental Seniority on the thirty-first (31st) day.

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

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

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

Any vacancies in job classifications that require job posting, that are posted, but not filled by bids or outside hiring within three (3) months, will be reposted if the Company still wishes to fill the vacancy.

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

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

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

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.01 Notwithstanding anything to the contrary contained in this Agreement, an employee, including a temporary employee shall be considered to be a probationary employee and he shall not have seniority until he has actually worked five hundred and sixty (560) hours, within a period of twelve (12) consecutive months, at which time he shall become entitled to company and departmental seniority dating from his last hiring with the Company. The Company will provide the employee **and the Union** with a copy of all written evaluations completed during the probationary period. The probationary period may be extended by mutual agreement of the parties.

9.02 A probationary employee may take advantage of the Grievance Procedure however, may be terminated at the sole discretion of the Company for general unsuitability.

ARTICLE 10 - TEMPORARY EMPLOYEES

10.01 A temporary employee is one who has been hired for work of a temporary nature, or because of a temporary increase in production schedules. It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee.

10.02 A temporary employee will become entitled to seniority on completion of his probationary period. He may use his seniority to bid on posted permanent vacancies; however, he may not use his seniority to displace another employee so long as he is classified as a temporary employee. A temporary employee will be given full consideration for permanent employment should a vacancy occur prior to completion of the probationary period. Temporary employees shall be enrolled in the Company's benefit plans when eligible.

10.03 If and when a temporary employee becomes a permanent employee he shall, if he has completed his probationary period, become entitled to company seniority dating from his

last hiring by the Company and to departmental seniority dating from his last entry into the service in his department.

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

ARTICLE 11 - LEAVE OF ABSENCE

11.01 An employee will be granted a leave of absence without pay for personal reasons for up to fourteen (14) days, if

- a) The employee requests in writing from the Company one (1) week in advance of the absence, and;
- b) The leave is for good reason and;
- c) The leave does not interfere with the company's operations.

(An extension shall be granted for good and sufficient reason.)

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

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

11.02 If an employee on leave of absence accepts employment, except as provided in this Article, it shall be deemed that he has voluntarily quit without notice his employment with the Company.

11.03 The company will grant an employee a leave of absence without pay up to one (1) year without loss of seniority to work in an official capacity for the Local or International Union. The employee and the Union must request the leave in writing. The leave may be extended for an additional one (1) year period upon written request of the Union. Only one (1) employee may be absent on such leave at any one time.

11.04 a) An employee who has been elected or appointed by the Union to attend a Union Convention or Conference shall be granted a leave of absence without pay for this purpose. This leave can be denied if the employee position cannot be filled with coverage. The Union will request the leave of absence for the delegate or delegates in writing at least one (1) week in advance. Only five (5) employees (maximum two (2) employees from any one (1) department) at any one time will be granted such leave of absence.

b) The Union President, Vice-President, Recording Secretary, Treasurer, Financial Secretary will be granted time off, without pay to attend the regular evening monthly Union meetings of the executive and the membership. Wherever possible, two (2) weeks notice of required leaves will be given to the Company.

11.05 If the Company is given at least one (1) week's notice in writing, a leave of absence, without pay, will be granted to an employee acting as a steward, or officer of the Union, or Chairman of Standing Committees not to exceed eight (8)

in number (maximum two (2) employees from any one (1) department) to attend one of the Union's labour seminars. Wherever possible, two (2) weeks notice of required leaves will be given to the Company.

- 11.06 a) There are special and unusual circumstances when an employee will be granted time off with pay. Under such special circumstances an employee may be granted sixty-four (64) hours off in any calendar year, except for the first year of employment. Approval of the employee's supervisor must be obtained prior to the absence to be eligible to receive time off with pay. In the event the employee cannot contact his immediate supervisor, approval may be obtained from another supervisor in the employee's work area. In an emergency situation, exceptions to the prior notification requirements may be made for justifiable reasons.

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

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

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

1. Illness of employee.
2. Serious illness of a member of employee's immediate family that requires the employee's presence at home.
3. If the employee has retained banked sick hours as noted below, pay for the employee's wedding day may be utilized from the retained banked sick hours.
4. Immediate family is defined as spouse, common law spouse, mother, father, brother, sister, step mother, step father, step brother, step sister, child, foster child, foster parent, legal ward, legal guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, and the grandparents of the employee or his/her spouse.
5. If the employee has retained banked sick hours as noted below, up to two (2) consecutive regularly scheduled days for the birth of the employee's child may be utilized from the retained banked sick hours. one of the days being the day of the birth.
6. For medical and dental appointments not Company arranged.

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

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

At the end of each calendar year, the unused portion of sixty-four (64) hours time-off-with-pay will be accumulated from year to year. Upon reaching twenty four (24) retained banked sick hours, the excess time will be converted to a dollar amount (i.e. number of excess hours X basic hourly rate, less any applicable deductions) and deposited into the Individual Wage Security Account of each Employee. The full text of the Individual Wage Security Account Agreement contains the exact terms and conditions and shall be the governing factor whenever a question arises.

Funds in the I.W.S. Account, including accrued interest, can be drawn out during lay-offs of one week or more at the rate of \$250.00 per week. When the Account balance exceeds \$2,500.00, the excess can be taken out in cash in February of each year. Upon termination, retirement, death or if an employee resigns his service, all monies including accrued interest will be paid out.

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

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

b) An employee who is absent from work because of:

- i) the death; and/or
- ii) attendance at the funeral,

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

- c) Bereavement Leave Benefits shall be paid for up to 2 shifts within the five-calendar day period commencing on the date of death.
- d) Funeral Leave benefits shall be paid for up to 2 shifts for attendance at the funeral or other ceremony in recognition of the death.
- e) In the event an employee is required to be a pallbearer at a funeral and funeral leave benefits were not applicable as per the above provision, the Company will grant the necessary time off and he will not lose pay for the regular scheduled time missed to a maximum of one full shift.

- f) The benefits due such employee shall be computed on the basis of the number of regularly scheduled hours (8, 10, or 12 hours) per shift at straight time base rate for his job classification excluding premium pay.
- g) At the discretion of the Company, benefits under article 11.06 d) above may be approved in unique and special circumstances involving family members beyond those identified in 11.06 a) (4).

11.07 Jury and Witness Duty:

An employee who is prevented from working any of his scheduled hours of work by virtue of having been called to Jury Duty by the Crown or having been subpoenaed as a Witness in a court of Law in a case other than his own, shall receive the difference between the jury or witness fee received by him and the straight time rate of his classification, excluding all premiums, for the hours missed, not to exceed eighty (80) hours averaged over a two week period.

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

11.08 An employee who cannot report for work on his regularly scheduled shift shall notify his immediate supervisor prior to the start of his shift. If it is impossible to notify his immediate supervisor, he shall notify another supervisor in his work area to report his absence. If unable to make contact as above an employee shall leave a voice mail message on his Supervisor's line.

11.09 The employer will grant an employee a period of sixty (60) days unpaid leave of absence subject to at least forty-eight (48) hours written notice of such requested leave to seek the nomination and/or run as a candidate in a Federal, Provincial or Municipal election for public office. On election, the leave will be extended for additional one (1) year periods upon written request of the employee. The employee is required to return to work within fourteen (14) days following the expiration of the term of office or another mutually agreed date.

11.10 Educational Leave

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

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

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

If an employee fails to maintain regular attendance at the course of training for reasons other than proven illness, his leave will be cancelled and his employment may be terminated by the Company.

11.11 For all Leaves of Absence under Articles 11.03, 11.09, 11.10, the following conditions shall apply:

1. All employees' privileges except the right to be reinstated, the right to benefits as indicated, and the right to the grievance procedure, shall be forfeited.
2. After thirty days leave, should the employee wish to maintain benefit coverage under the following plans, the employee will be required to pay the full premium costs of such benefits, i.e. Life and Disability Insurance, Accidental Death and Dismemberment Insurance, Medical Services Insurance, etc.
3. The Company may require the employee to have a medical examination before and after the Leave of Absence.
4. The period of leave shall be included in determining the employee's seniority.
5. The employee shall return to his previous job on completion of the leave provided he is entitled to such job by his seniority.

11.12 An employee who is granted a leave without pay and qualifies for Employment Insurance (EI) compassionate care leave shall have benefit coverage maintained and premium cost paid by the Company for the following benefits: dental, life, AD&D, Blue Cross and long-term disability (employer portion).

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

ARTICLE 12 - VACATIONS WITH PAY

12.01 An employee with less than one (1) year of continuous employment as of June 30, or the appropriate pay period ending at this time as determined by the Company, shall be granted an annual vacation of ten (10) working hours per month of service, but not to exceed 120 working hours and vacation pay of six percent (6%), of his total earnings during the vacation period.

12.02 The cut-off for vacation pay purposes shall be the end of the last pay period ending before June 17th of each year. Any excess of available vacation earnings as determined by multiplying entitled vacation hours times the employee's base rate as of the cut-off date will be paid out the first pay period of July each year. Employees with insufficient earnings, due to lay-off will have their vacation entitlement reduced per Article 12.12.

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

	VACATION	VACATION PAY (based on gross earnings during entitlement year)
One or more years, but less than six years	120 working hours	6.0%
Six years, but less than seven years	128 working hours	6.4%
Seven years, but less than eight years	136 working hours	6.8%
Eight years, but less than nine years	144 working hours	7.2%
Nine years, but less than ten years	152 working hours	7.6%
Ten years but less than fifteen years	160 working hours	8.0%
Fifteen years or more	200 working hours	10.0%

12.03 Vacations will be granted in accordance with the **Saskatchewan Employment Act**.

12.04 All vacations must be taken at a time satisfactory to the Company and will be arranged, when possible, in accordance with the wishes of the employees.

A vacation maintenance shutdown may be designated by the Company provided it falls during the school summer vacation period and the Union will be notified of the Company's intention regarding such vacation maintenance shutdown not later than April 1, of that year.

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

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

12.06 Vacations can be cumulative and carried over only to the vacation year immediately following. Such cumulative vacation must be by mutual agreement of the Employee, the Union and the Company in writing. The Union will be furnished with a copy of such Agreement when made.

12.07 Employees will not be paid in lieu of vacation.

- 12.08 If a Public Holiday as designated in Article XIII occurs during an employee's vacation period, he shall receive an additional day of vacation and shall be paid for the Public Holiday. **An employee's vacation period will be defined as commencing from the employee's last day of work until the employee's first day back to work.**
- 12.09 A vacation Bonus of two hundred (\$200) dollars will be paid to eligible employees who have accumulated one (1) full year of continuous service prior to the entitlement date of July 1. A vacation Bonus of Two Hundred and fifty (\$250) dollars will be paid to eligible employees who have accumulated five (5) full years of continuous service prior to the entitlement date of July 1. A vacation Bonus of three hundred (\$300) dollars will be paid to eligible employees who have accumulated ten (10) full years of continuous service prior to the entitlement date of July 1.
- 12.10 a) Employees who were absent and on Workers' Compensation, or those employees with more than one (1) year's service who were absent and on Accident and Sickness benefit who worked in a vacation year but were absent for more than thirty (30) consecutive days during that vacation year will have their **accrued vacation pay topped-up** to a maximum of fifty-two (52) weeks **on any one disability. The employee will have their accrued vacation pay topped-up to an amount equal to the employee's base rate at the time of disability multiplied by the employee's annual vacation entitlement in hours (e.g. \$40.00 x 120 hours = \$4,800). The top-up will be less any previously accrued vacation.** The adjustment will not apply for any period in which the employee would have been laid off had he not been on such disability.
- b) Employees who are absent in attendance at Apprenticeship School in accordance with Appendix B 1.02, will have their gross earnings for vacation adjusted based on the number of working hours lost during such absence and the base rate excluding all differentials, which would have been applicable during the absence.
- 12.11 In the event that an employee becomes disabled for 24 or more consecutive work hours during his scheduled vacation period, the employee may submit an STD claim subject to the normal approval procedure. If approved, the unused vacation will be rescheduled within the vacation year following the principles in Article 12.04.
- 12.12 When an employee's vacation pay is reduced in a vacation year due to lay-offs, the following adjustment in vacation hours will be made:
Reductions in vacation pay for reasons other than lay-off will not impact on this provision:
1. The gross amount of vacation pay for the applicable vacation year will be divided by the employee's base rate at the vacation cut-off date in Article 12.02. The resulting "Adjusted Vacation Entitlement" (AVE) will become the employee's vacation entitlement if it is less than the amount specified in 12.02.
 2. If an employee is not required to work during the specified vacation maintenance shutdown and his "AVE" total is not enough to cover that period, he will be considered on lay-off for the shortfall for the purpose of Employment Insurance, Wage Security Account and related programs.
 3. An employee described in 2. above will not be considered on lay-off for the purpose of Article 8 or any other article in this Agreement except for any period where his normal entitlement falls short of the vacation shutdown period.

4. During the remainder of the vacation year, an employee wishing additional vacation time off, once the "AVE" is exhausted, may request vacation without pay (for the difference between normal entitlement and the "AVE") which will be granted subject to the provisions of Article 12. This time will not be treated in the same manner as that in 2. above.
5. Vacation pay will be paid out on the basis of the above noted base rate as the "AVE" is taken.

ARTICLE 13 - PUBLIC HOLIDAYS

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

New Year's Day
Family Day
Good Friday
Victoria Day
July 1 (Canada Day)
First Monday in August (**Saskatchewan Day**)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

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

13.02 If an employee is scheduled to work on any or all of the Public Holidays and the Company does not require him to work **because he is given the day off** on any or all of the Public Holidays, he shall be entitled to his regular wages exclusive of overtime for that day were that day not a holiday.

13.03 If an employee does work on any or all of the Public Holidays, he shall be paid eight (8) hours at his basic hourly rate and be paid two (2) times his basic hourly rate for all hours worked.

Employees who work on a Public Holiday (or the date a Public Holiday is observed) may bank the eight (8) hours pay at straight time, in lieu of payment. Such time will be included in the thirty-six (36) hour shortened work day bank in Article 14.17. Employees may bank up to a maximum of sixteen (16) hours of public holiday pay per year (**May 1 – April 30**), subject to available room in the shortened work day bank.

13.04 When New Year's Day, Christmas Day or Remembrance Day falls on a Sunday, then the Monday following such day shall be observed as New Year's Day, Christmas Day or

Remembrance Day for the purposes of Article 13.01; and further when Christmas Day is moved to the following Monday then the next day, Tuesday, shall be observed as Boxing Day for the purposes of Article 13.01.

13.05 This Article shall not limit the right of the Company to schedule an employee to work on any such Public Holiday. However, the Company agrees that the number of employees required shall be minimized as far as practicable without interfering with the operation.

13.06 An employee who was not scheduled to work and does not work on any or all Public Holidays, shall be entitled to his regular basic wage, provided he has worked his last scheduled shift prior to the Public Holiday and his first scheduled shift after the Public Holiday.

13.07 An employee who has been scheduled to work on a Public Holiday and does not work shall not receive any pay for that holiday, unless he gives reasons satisfactory to the Company for such failure to work.

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

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

When two (2) Public Holidays fall in a calendar week and an employee is scheduled to work only one of the Public Holidays, he will be paid eight (8) hours shortened workweek overtime in respect of the holiday that falls on his day off, less any regularly scheduled hours in that week he does not work.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The Company does not guarantee to provide work for any employee nor to maintain the work week or working hours, **unless the employee is transitioning between schedules and requests to be made whole.**

14.02 A day means a period of twenty-four (24) consecutive hours commencing with the start of an employee's scheduled shift.

14.03 The workweek shall be the period commencing midnight Saturday, and ending at midnight the following Saturday.

14.04 Hoisting and lowering schedules for employees working underground will be arranged to accommodate the scheduled shift for that day from collar to collar but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of two (2) times the employee's basic hourly rate, but such time shall not be considered to be time worked.

14.05 An employee shall be paid two (2) times his basic hourly rate for time actually worked (including paid rest time not worked due to the application of Article 14.09 c)), in excess of his daily scheduled hours or for hours worked in excess of the hours of the averaging provision in effect.

14.06 If an employee is required by the Company to work his scheduled day off, he shall be paid two (2) times his basic hourly rate for all hours actually worked on his scheduled day off.

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

14.07 a) If an employee's scheduled days off are changed with less than twenty-four (24) hours notice prior to commencement of his days off, he shall be paid at two (2) times his basic hourly rate for the first day worked of his previously scheduled days off.

b) Where a laid-off employee is recalled to work on a temporary basis with less than eight (8) hours notice prior to the beginning of his shift, the employee will be paid double time for the hours worked on the first day of such a recall.

14.08 There shall be no "pyramiding" of overtime.

14.09 a) When an employee is called out to work after he has left site and less than 12 hours notice is given, he shall receive payment of **twenty-five (\$25.00) dollars or fifty-five (55) cents** per kilometer traveled from his place of residence (maximum 120 kilometers per round trip). Future increases in Corporate travel allowance, as a result of CRA maximum mileage increases, will be applicable to the per-kilometer rate and stated round trip maximum in this article. The union will be notified of any changes to the Corporate travel allowance.

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

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

b) An employee so called out shall not be required to perform routine work, after he has completed the work for which he was originally called out, excepting that he may be required to perform other emergency work consistent with his skills which has arisen from the time of the callout or arises during the period of the callout. If an employee is called back to work after their regular shift, while in the parking lot or beyond, callout provisions will apply.

c) An employee who is called out and works any portion of time in the first four (4) hours of the eight (8) hours immediately preceding his next scheduled shift, will not be required for his regular shift that day until **ten (10) hours** have elapsed from the time he finished callout work. He will be paid at his base straight time rate for any time missed on his regular shift due to this provision. In addition to the above rest period, an employee will be granted an additional two (2) hours leave without pay upon request.

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

- d) When callout continues into an employee's regular scheduled shift, an employee will be permitted to work to the end of his regular scheduled shift.
- 14.10 a) An employee who reports for work on his regular shift and was not told in advance not to report, shall be given his regular scheduled hours of work, or, at the Company's option, shall be given his scheduled hours of work pay at his basic hourly rate. When such employee has no transportation available, he shall be provided transportation to his residence.
- b) This provision shall not apply to an employee who is returning to work after an unauthorized absence. This provision will not apply if the employee has been absent from work and fails before returning to work to notify the Company of his intention to return to work; or if the employee has not notified the Company of his correct telephone number; or if he has no telephone.
- 14.11 The daily lunch period for an employee who is on a continuous shift schedule shall be thirty (30) minutes which will be paid as though the employee worked, during which time he shall continue all necessary supervision of machinery and maintenance of service.
- The daily lunch period for an employee who is on a day shift schedule will be thirty (30) minutes, workstation to work station, which will be paid as though the employee worked.
- 14.12 When an employee is required to work overtime for more than two (2) hours following his scheduled shift, he shall be supplied a **meal (up to \$20.00 dollar value)**. If the overtime will progress past another normal **meal** interval (approximately four (4) hours) a second meal will be provided. Employees shall be provided with a twenty (20) minute paid break to eat the **meal** provided.
- Meals will not be provided for scheduled overtime work.
- Supervisors shall have the option of allowing a **meal** allowance in the amount of **twenty dollars (\$20.00)** in lieu of a lunch break if the employee is in agreement. This will not be applicable if the overtime exceeds two and one half (2 1/2) hours from the start of the overtime shift.
- 14.13 When an employee is required to work unscheduled overtime and there is no transportation available, he shall be provided transportation to his residence.
- 14.14 The Company will post weekly work schedules on the Monday prior to the start of the workweek. The Company will not change these schedules for short periods (one week) in order to require employees to work at regular rates on days for which overtime would otherwise be payable. This article does not apply where a schedule is changed to replace an absent employee, or where Article 13.02 applies.
- 14.15 Overtime will be voluntary, except when an employee cannot be relieved or in the event of an emergency.
- 14.16 Overtime work will be distributed as equitably as is reasonably practical among employees normally performing the work. It is understood that this does not assume that each employee sharing overtime has received at any given time the same number of overtime hours but is the intent of the Company to keep such overtime as nearly in balance as is reasonably practicable under the circumstances.

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

- a) **The records will be reset (zeroed out) on an annual basis; and**
- b) **Employees are not eligible to work overtime on the day they are sick.**

14.17 Hours worked on the shortened work day for those working a compressed work week is considered scheduled time which employees are required to work. This shall be paid at OT rates. These employees may choose to bank the hours at straight time and be paid regular time in lieu of 2x overtime pay for the scheduled overtime on the shortened work day in the compressed work week schedule. The banked time is to a maximum of 36 hours per calendar year and will be applied for and granted similar to other leaves. (Example – If an individual accrues 36 hours and utilizes 8 hours, they cannot bank further time in that year)

If the day normally scheduled as the shortened work day falls on a public holiday, the day prior to the public holiday will be deemed the shortened work day.

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

ARTICLE 15 - SAFETY AND OCCUPATIONAL HEALTH

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

Employees have the right to refuse to do any particular act or series of acts where they have reasonable grounds for believing it could be unusually dangerous, until steps have been taken to satisfy them otherwise, or until the Safety Committee or an Occupational Health Officer has ruled on the matter. The Company may assign alternate work to the employees until the matter is resolved. Employees should consult their Safety Manual for detailed provisions outlining the right to refuse unsafe work.

Where a worker has refused to perform an act or series of acts, and where that worker has reasonable grounds for believing it could be unusually dangerous, the Company shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the Company, in writing, of: the refusal and the reasons for the refusal; the reason or reasons the worker being assigned or requested to do the act or series of acts can, in the Company's opinion, carry out the act or series of acts in a healthy and safe manner, and; the right of the worker to refuse to do the act or series of acts.

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

The Company will publish a booklet containing safety rules and regulations for employees. Any safety rules put into effect after the booklet has been prepared will be posted in proper places for the information of employees. Prior to the publication of any new booklet containing safety rules and regulations, the Company will have meaningful consultation with the Safety Committee. In the event the committee believes any safety rule or regulation is in conflict with the Agreement, the matter shall be subject to the Grievance Procedure and such grievance may be submitted at the third step of the Grievance Procedure.

Copies of minutes of monthly crew safety meetings will be posted in the Dry area and distributed to the Co-Chairpersons. Copies of accident/incident reports will be distributed to the applicable Co-chairperson.

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

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

- i) The Safety Committeemen from the underground group shall inspect the underground areas.
- ii) The Safety Committeemen from the surface group shall inspect the surface areas.

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

- b) The Surface Co-chairman of the safety committee shall accompany the safety committee on surface tours and the Underground Co-chairman of the safety committee shall accompany the safety committee on underground tours.
- c) The underground and surface committees shall meet as a joint committee at least once quarterly and shall tour at the request of either Co-chairman of the committee. The Committee Members will be given one-half ($1/2$) hour preparation time prior to each joint meeting to prepare an agenda.
- d) The Safety Committee shall act as a Safety Committee as prescribed in the **Saskatchewan Employment Act**, as amended.
- e) Employees on the Safety Committee shall not suffer loss of pay for time spent in the performance of these duties during their regularly scheduled working hours.
- f) If a committee member is on scheduled time off, he will be paid his basic hourly

wages exclusive of differentials, for time spent in attendance at the meeting. Such time will be considered as time worked for the purpose of calculating overtime.

- 15.03 The Company shall continue its policy of paying an employee for his full work shift if the employee sustains a compensable industrial accident and is unable to complete the balance of the shift.
- 15.04 The Company agrees to continue its present practices with regard to the supply of required personal safety equipment.
- 15.05 The Company shall replace an employee's clothing and/or footwear irreparably damaged as the result of an industrial accident or unusual incident and only where such damage is beyond normal wear and tear.
- 15.06 The Company agrees that any employee who is required by the Company to undergo medical examination during his regular working hours will not lose pay for the time spent obtaining the examination up to a maximum of three (3) hours at straight time rate.
- 15.07 If an employee is required by the Company to provide further medical information in circumstances related to limitations and restrictions as it relates to their job and/or a duty to accommodate, the company shall pay for such medical forms. If an employee could not have reasonably been expected to provide such medical information upon or prior to his return to work, and he cannot acquire such information outside his regular working hours, he shall not lose pay for the time spent obtaining the information up to a maximum of eight (8) hours at straight time rate and be paid travel allowance. If acquiring such medical information causes a delay beyond eight (8) hours, the employee shall be considered on an unpaid leave of absence or shall continue to receive benefits under any previous plan entitlement if deemed eligible by the plan administrator. If he could have reasonably been expected to provide such medical information upon or prior to his return to work, he will not be eligible for the eight (8) hours of pay and will be considered on leave of absence immediately or shall continue to receive benefits under any previous plan entitlement if deemed eligible by the plan administrator.

ARTICLE 16 - UNION SECURITY

- 16.01 In accordance with the requirements of the **Saskatchewan Employment Act**, every employee, who is now or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 16.02 During the term of this Agreement, the Company will deduct from the wages owing to each employee in the bargaining unit, (who has duly completed upon commencement of employment an assignment of wages for union dues), union dues, union initiation fees, fees and assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis.
- 16.03 The monthly remittance shall be accompanied by a completed USW R115 Form

(Summary of Union Dues) and a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month, the total earnings for the month and the total number of hours worked. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.

A duplicate R115 Form and employee deduction statement shall be forwarded to the Union office at #110 A – 2103 Airport Drive, Saskatoon, SK S7L 6W2.

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

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

United Steelworkers C.L.C. Local 7689
110A – 2103 Airport Drive
Saskatoon, Sask. S7L 6W2

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

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

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

16.07 Upon request from the Union, the Company will furnish to the Union a list of all employees and their home addresses.

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

ARTICLE 17 - HANDICAPPED EMPLOYEES

17.01 In the event an employee becomes disabled, it is agreed by the Company and the Union, that every reasonable effort, to the point of undue hardship, shall be made to accommodate the disabled employee with suitable employment as is available in

accordance with the principles of the duty to accommodate in law. The Company and the Union commit to working with the affected employees ensure the disabled employee's return to work is as effective as possible. The Occupational Health and Safety Committee shall be advised on all light-duty work offered to any employee.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Company shall provide and maintain Union Bulletin Boards at locations agreed upon by the Union and the Company. Such Bulletin Boards may be used by the Union for the purpose of posting notices signed by the President of the Union or in his absence an officer thereof. The Union or its members shall not otherwise post or distribute any kind of literature upon the property of the Company without first obtaining written approval of the Company.

ARTICLE 19 - CO-OPERATIVE WAGE STUDY

19.01 The Co-operative Wage Study (C.W.S) Manual for the Job Description, Classification and Wage Administration, dated July 27, 1979 (herein referred to as "the Manual") is incorporated into this Agreement as APPENDIX "A" and its provisions shall apply as if set forth in full within this Agreement.

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

19.03 The Standard Hourly Wage Scale set forth in Schedule "A" and any increases thereto, shall become effective on the dates specified in Schedule "A".

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

TEMPORARY TRANSFER

19.04 An employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a lay-off, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

INCENTIVES

19.05 Should the Company desire to install incentives to cover any jobs, the following shall govern:

- a) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives; and
- b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

GENERAL

19.06 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

19.07 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

TRADE AND ASSIGNED MAINTENANCE CONVENTION

19.08 In addition to the provisions of the Manual for describing and classifying trade and assigned maintenance jobs the following shall apply:

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

TIME OFF FOR C.W.S. COMMITTEE

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

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

The Company agrees to grant time off from their regular work to the three (3) union C.W.S. Committee members to perform their C.W.S. responsibilities. This time off shall be considered as time worked and the Union Committee members shall:

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

ARTICLE 20 - SUPERVISORS WORKING

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

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

ARTICLE 21 - TOOLS

21.01 The Company will issue the employee at no cost the tools required in the opinion of the Company for the performance of the work by the employee. The employee will sign for all tools at the time of issue.

21.02 The employee shall be responsible for all tools issued to him. All tools issued to the employee shall be returned in good condition, excusing fair wear and tear only, upon the request of the Company or upon termination. The cost of any tool, which is not returned, shall be deducted from any wages due and payable to the employee.

21.03 The employee's supervisor may authorize the replacement of a broken or worn out tool, or a tool lost due to excusable circumstances.

21.04 Clothing and Boot Allowance

A clothing and boot allowance of **\$300** will be paid to employees of record as of July 1 of each year.

21.05 Work gloves will be provided, at no cost to the employee, and replaced when warranted on an exchange basis. A new employee will be issued a new pair of gloves at the time of hiring.

ARTICLE 22 - WAGE DIFFERENTIALS

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

Effective October 11, 2015
Afternoon shift - \$2.30/hour
Graveyard shift - \$2.30/hour

Effective May 1, 2016
Afternoon shift - \$2.35/hour
Graveyard shift - \$2.35/hour

Effective May 1, 2017
Afternoon shift - \$2.40/hour
Graveyard shift - \$2.40/hour

Effective May 1, 2018

Afternoon shift- \$2.45/hour
Graveyard shift - \$2.45/hour

22.02 Employees shall receive an additional forty (40) cents per hour while working underground.

22.03 The Company will pay an employee who is scheduled to work on a Saturday or Sunday a premium for each hour actually worked on Saturday or Sunday as follows:

Effective October 11, 2015 - \$1.60/hour

Effective May 1, 2017 - \$1.65/hour

Effective May 1, 2018 - \$1.70/hour

This is in addition to any shift or underground differential.

ARTICLE 23 - NOTICE

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

To the Company:

PCS Inc., Allan Division
Allan, Saskatchewan S0K 0C0

To the Union:

United Steelworkers C.L.C. Local 7689
110A – 2103 Airport Drive
Saskatoon, Sask. S7L 6W2

23.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

23.03 Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 24 - COPIES OF AGREEMENT

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

ARTICLE 25 - TERMS OF THE AGREEMENT

25.01 This agreement shall become effective the date of ratification and shall continue in full force and effect until midnight **April 30, 2019** and from year to year thereafter unless written notice is given as provided by Article 25.02.

25.02 On written notice of not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this Agreement either party to this Agreement may give notice to require the other party to enter into negotiations for a new Agreement.

25.03 This document contains the entire Agreement between the parties and shall not be deemed modified or expanded in any way unless such modification or expansion shall be evidenced in writing, signed by both parties and dated on or subsequent to the date of this Agreement.

SIGNED ON BEHALF OF POTASH CORPORATION OF SASKATCHEWAN INC.:

J. Jakubowski, Director, Employee & Industrial Relations

SIGNED ON BEHALF OF PCS INC., ALLAN DIVISION:

B. Vawter, Administration Superintendent

L. Frehlich, Mill General Superintendent

P. Lepage, Mine General Superintendent

W. Heidebrecht, Human Resources Superintendent

SIGNED ON BEHALF OF THE UNITED STEELWORKERS

M. Pulak, International Representative

SIGNED ON BEHALF OF THE UNITED STEELWORKERS and its Local 7689:

K. Wehner, President

C. Wesolowski, Negotiating Committeeman

T. Greva, Negotiating Committeeman

R. Felling, Negotiating Committeeman

ALLAN APPENDIX "A"

Standard Hourly Wage Scale

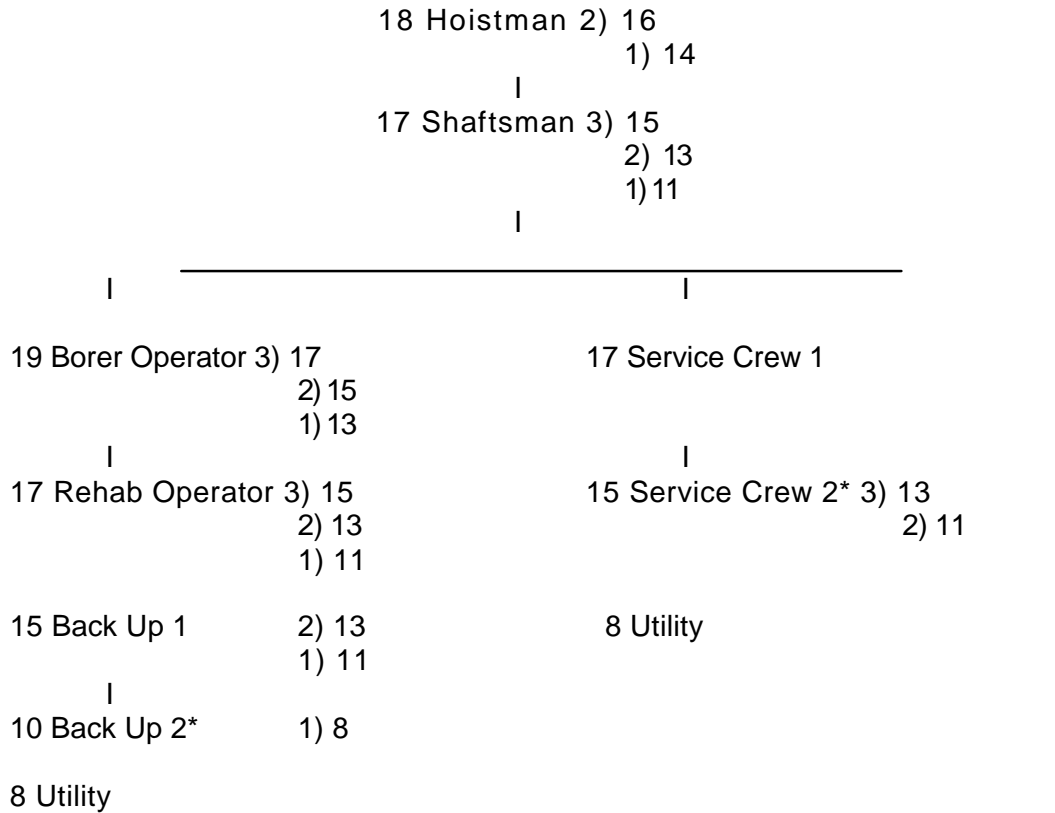
In accordance with Article 19.03 of this Agreement and the provision of the Co-operative Wage Study, the Standard Hourly Wage Scales listed below become effective on the dates specified.

JC	May 1/13	May 1/14 2.5%	May 1/15 2.75%	May 1/16 2.75%	May 1/17 2.5%	May 1/18 2.5%
20T	44.467	45.579	46.832	48.120	49.323	50.556
19S	41.569	42.608	43.780	44.984	46.109	47.262
20	41.091	42.118	43.276	44.466	45.578	46.717
19	40.341	41.350	42.487	43.655	44.746	45.865
18	39.592	40.582	41.698	42.845	43.916	45.014
17	38.843	39.814	40.909	42.034	43.085	44.162
16	38.094	39.046	40.120	41.223	42.254	43.310
15	37.344	38.278	39.331	40.413	41.423	42.459
14	36.597	37.512	38.544	39.604	40.594	41.609
13	35.847	36.743	37.753	38.791	39.761	40.755
12	35.098	35.975	36.964	37.981	38.931	39.904
11	34.349	35.208	36.176	37.171	38.100	39.053
10	33.600	34.440	35.387	36.360	37.269	38.201
9	32.850	33.671	34.597	35.548	36.437	37.348
8	32.103	32.906	33.811	34.741	35.610	36.500
7	31.352	32.136	33.020	33.928	34.776	35.645
6	30.604	31.369	32.232	33.118	33.946	34.795
5	29.855	30.601	31.443	32.308	33.116	33.944
4	29.105	29.833	30.653	31.496	32.283	33.090
3	28.356	29.065	29.864	30.685	31.452	32.238
2	27.609	28.299	29.077	29.877	30.624	31.390
1	26.859	27.530	28.287	29.065	29.792	30.537

Retroactive to May 1, 2014, all active employees and employees on short-term disability as of date of ratification or employees returning from long-term disability within three (3) months of ratification are eligible for retroactive wage adjustments. Also included are temporary employees who remain permanently employed at another PotashCorp Division as well as any employee who retired on or after May 1, 2014. Employees who quit or terminated (other than retirees as explained above) are not eligible.

EXHIBIT "A"

LINES OF PROGRESSION IN THE MINE OPERATING DEPARTMENT



FOOTNOTES

250 hours actually worked in each training class.

*Bid level jobs.

NOTES

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

2. The Company may create temporary Utility positions and are filled by 8.09 b)

3. Upon completion of 6000 hours and demonstration of the ability to proficiently perform all duties of the position, a Service Crew 2 employee shall be promoted to Service Crew 1.

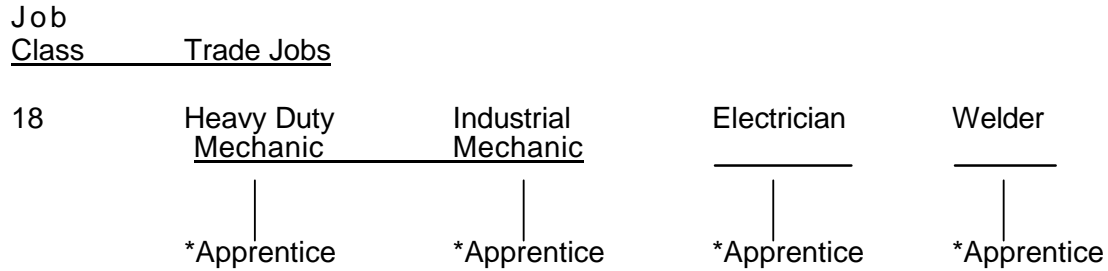
4. Exhibit H applies to all Lines of Progression.

5. Prior to training employees for the Hoistman position, the Company may require a commitment of the employee of two (2) years to train as a Hoistman, accept a Hoistman vacancy and remain in the Hoistman position for the balance of the two (2) years. Training will first be offered to the senior employee who would normally be the successful bidder as outlined in Article 8.13 (a). Such employees may disqualify themselves during the first seventy-five (75) operating hours on the hoist during the training period. The employee who provides the above commitment will be awarded the next available bid. The employee awarded the Hoistman bid may exit their two (2) year commitment by being the successful bidder for an apprenticeship only.

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

EXHIBIT "B"

**LINES OF PROGRESSION IN THE
MINE MAINTENANCE DEPARTMENT**



FOOTNOTES

For the Apprenticeship Training periods see Schedule Appendix E.

The trade jobs listed above shall receive a two job class additive for the Company recognized licensed journeyman ticket. This two job class additive is interpreted as the two job class additive in Article 19.08 - Trade and Maintenance Convention, sub-section (b) of this Agreement.

* Bid Level Job

EXHIBIT "C"

LINES OF PROGRESSION IN THE PLANT OPERATING DEPARTMENT

<u>JOB CLASS</u>		<u>TRAINING CLASS</u>
12	REAGENTS 1)	2) 10 8
19	** OPERATOR GENERAL	3) 17 2) 15 1) 13
16	FLOTATION	2) 14 1) 12
16	CRYSTALLIZATION	2) 14 1) 12
16	COMPACTION	2) 14 1) 12
14	PRODUCT SCREENING AND DISPATCH	2) 12 1) 10
13	DEWATER AND SLURRY	1) 11
13	FEED PREPARATION	1) 11
8	* PLANT UTILITY	

Footnotes

250 hours actually worked in each training class

* Bid level job

** The Operator General must have training in the Reagent Area.

NOTES

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

An employee progressing through the direct line of progression from Compaction to Crystallization will receive an additional twenty cents (20¢) per hour while in Crystallization and on progressing to Flotation will receive a further twenty cents (20¢) per hour while in Flotation. The employee will not retain these additional monies when progressing to the position of Operator General.

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

EXHIBIT "D"

LINES OF PROGRESSION IN THE PLANT MAINTENANCE DEPARTMENT

Job									
<u>Class Trade Jobs</u>									
18	Electrician 2 nd Class	Welder	Industrial Power Eng	Heavy Duty Mechanic	Machinist Carpenter Mechanic	Steamfitter-Pipefitter	/Plumber	Painter	
	*Apprentice	*Apprentice	*Apprentice	*Apprentice	*Apprentice	*Apprentice	*Apprentice	*Apprentice	

<u>Job Class</u>	<u>Assigned Maintenance Jobs</u>	<u>Training Class</u>
16	* Sandblaster Painter	3) 14 2) 12 1) 10
9	* Lubricator	1) 7
8	* Tool Crib Attendant	1) 6

FOOTNOTES

For the Apprenticeship training periods see Schedule Appendix

E. * Bid Level Job

The trade jobs listed above shall receive a two job class additive for the Company recognized licensed Journeyman ticket. This two job class additive is interpreted as the two job class additive in Article 19.08 - Trade and Maintenance Convention, sub-section (b) of this Agreement.

NOTE - Assigned Maintenance Jobs

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

- 250 hours actually worked in each training class.

EXHIBIT "E"

**LINES OF PROGRESSION IN
PLANT LOADOUT**

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

FOOTNOTES

250 hours actually worked in each training class

* Bid Level Job

NOTE

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

EXHIBIT "F"

**LINES OF PROGRESSION IN THE
WAREHOUSE DEPARTMENT**

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

FOOTNOTES

250 hours actually worked in each training class

* Bid Level Job

NOTE

1. The job trainee period shown are for an employee who does not have the appropriate job training. When this occurs then the employee will maintain his previous rate, but no higher than the standard hourly rate of the job being learned.
2. Regular and ongoing assignments within the department (eg. Underground vs surface) will be based on departmental seniority however, daily needs may require alternate assignments based on operational needs.
3. Minimum qualifications for entry into the department include successful completion of the GATB and DAT. Current employees, at the date of ratification, in the Job Classification will be grandfathered to JC 15, as they are performing the skills and will be doing the training for the new employees. If an employee is unsuccessful in the testing, he must provide satisfactory proof that he has taken the necessary steps to warrant consideration (ie. retesting) for a future vacancy.

EXHIBIT "G"

**LINES OF PROGRESSION IN
THE SAFETY DEPARTMENT**

Job
Class

5 * Dryman

FOOTNOTES

* Bid Level Job

EXHIBIT "H"

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

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

APPENDIX B

Apprenticeship Program

1.01 The Company and the Union are committed to an Apprenticeship program. Apprenticeship vacancies as determined by the Company shall be filled in accordance with the job posting provisions of Article 8 of this Collective Agreement, subject to the qualification requirements as determined by the Apprenticeship Branch and upon the bidder demonstrating the potential to successfully complete the program through a prescribed aptitude test. In the event a vacancy for a tradesperson is created, the Company will consider replacing the vacancy with an Apprenticeship vacancy.

An eligible employee can only enter one apprenticeship during his employment with the Company, unless the original apprenticeship was cancelled **due to a reduction in the workforce** or a minimum of 4 years has passed since the employee was removed from an Apprenticeship for any reason and the employee provides satisfactory proof to the Company to demonstrate the employee has taken the necessary steps to warrant further eligibility. Journeymen will not be allowed to enter the Apprenticeship Program nor will any other employee employed as a Tradesman.

1.02 General Aptitude (GATB) & Differential Aptitude Mechanical Reasoning (DAT) Test

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

1. The evaluations will be performed by SIAST - Kelsey Campus or other education consulting service agreed upon by the Company and Union.
2. All employees who take part in the evaluation must sign a release allowing the individual conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required.
3. Employees deemed not having the potential will be given a breakdown of their evaluation in a follow-up confidential interview conducted by those responsible for the evaluation. In addition, the employee will be advised what he/she can do in order to possess the required potential. Employees must achieve a minimum of **75%** on the DAT test battery.
4. The Company will not consider an employee deemed not to have the potential for future re-evaluation unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the necessary steps, as identified in point 3 above, to warrant a re-evaluation. **Employees will be provided a lifetime maximum of two (2) opportunities to take the tests.**
5. The Company will be responsible for the cost of the Education Consulting Service.

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

1.04 Successful candidates will be placed in available Apprenticeships in order of seniority and will start at the entry level unless they are recognized by the Apprenticeship Branch as eligible to enter at a higher level.

- 1.05 a) Subject to d) and e) below apprenticed employees, while taking the off site Apprenticeship Training Program, will be paid the equivalent of their regular salaries (basic straight time rate with no premium pay) less any training allowance monies received from Government sources.
- b) Any Government "living away from home" allowance received by the apprentice while on a training course will not be deducted in any calculation made by the Company in order to determine the basis of Company monetary assistance during Apprenticeship training.
- c) While taking the above training, the employee will be paid return mileage for one complete trip home per week, if the employee is living away from home, with rates as set out in the Corporate Policy less any mileage monies received from Government sources.
- d) If the employee fails to pass any level of training on the first attempt, he will only be paid regular salary (as described in a) above) for repeating one level. He will be eligible for mileage allowance as in c) above and the cost of benefit coverage (as outlined in Article 11.11) will be paid by the Company while the employee is on approved leave of absence for such training.
- e) Employees who are required to take formal training after the second attempt at the Journeyman's exam will receive the regular salary and mileage allowance described in a) and c) above if the training requires them to be absent from work. **The Company will cover the cost of the exam for the first two (2) attempts. Any subsequent attempts will be paid by the employee.**

1.06 a) Apprenticeship wages will be as shown in Appendix C.

- b) An apprentice will only move to the next pay rate after having successfully completed the course as prescribed by the Saskatchewan Apprenticeship Branch, or after having completed the required months of experience. **If an apprentice chooses to forgo attending a course, unless due to extenuating personal circumstances, the Company will only pay one pay rate higher than the level completed by the employee.**
- c) Any Company wage allowance paid to an apprentice who is away on a training course will be paid on the normal pay dates of the Company.
- d) The Company shall pay tuition and book expenses – receipts must be submitted for reimbursement.

1.07 In the event an apprentice, while on course, is excused from attendance, as shown on his course report, and received his full wage allowance from the Government program, he may also receive his full allowance from the Company as per Article 11.06. If the apprentice is not excused from attendance he shall receive no wage allowance.

1.08 An apprentice will be removed from the Apprenticeship Program and his Apprenticeship contract cancelled for any of the following reasons:

- a) Just cause.
- b) If an apprentice fails to take the training course when he is scheduled to take same, provided that his failure to take such course is not due to a cause beyond his control or the Company has agreed to a change in scheduled training.
- c) If an apprentice fails a training course at any one level on more than one occasion.
- d) If an apprentice fails the Journeyman's exam on the third attempt.

1.09 If an employee fails to satisfactorily perform the duties in an Apprenticeship Program, as per 1.08, he shall be returned to his last job classification prior to entry into the Apprenticeship Program, and assignment, if the job assignment still exists and a vacancy exists in that job assignment. In the event an employee is removed from his apprenticeship, he shall be returned to his previous classification and assignment if it still exists and a vacancy exists in that job assignment, or to an alternate classification and assignment in his previous department consistent with his general seniority and qualifications. If the employee's previous department no longer exists, he shall be returned to a job in another department based on his general seniority and qualifications.

1.10 An Apprentice may not bid for other positions while being indentured.

1.11 An Apprentice who voluntarily removes himself from the Apprenticeship shall not be allowed to bid on future vacancies for a period of six calendar months from the day the he removed himself.

APPENDIX "C"

Appendix C - Apprenticeship Pay Rates

Indentured Apprentices in a four-year program will be paid as follows:

First Year	-	J.C. 14
Second Year	-	J.C. 16
Third Year	-	J.C. 17
Fourth Year	-	J.C. 18
Post-Fourth Year, Without Journeyman	-	J.C. 20
Journeyman	-	J.C. 20T

APPENDIX D

NON TRADE TRAINING REQUIREMENTS

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

- (A) Code C: Seven to twelve months:
 - (1) One trainee period classification at a level two job classes below the job class of the job.

- (B) Code D: Thirteen to eighteen months:
 - (1) A first trainee period classification at a level four job classes below the job class of the job, and
 - (2) A second trainee period classification at a level two job classes below the job class of the job.

- (C) Code E and higher: nineteen months and above:
 - (1) A first trainee period classification at a level six job classes below the job class of the job.
 - (2) A second trainee period classification at a level four job classes below the job class of the job, and
 - (3) A third trainee period classification at a level two job classes below the job class of the job.

APPENDIX "D"

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

	<u>Factor</u> <u>2</u>	<u>Job</u> <u>Class</u>
Sandblaster Painter	E1.6	16
Surface Lubricator	CO.8	9
Underground Lubricator	CO.8	9
Surface Tool Crib Attendant	CO.8	8
Operator General	G2.4	19
Flotation	E1.6	16
Crystallization	D1.2	16
Compaction	D1.2	16
Grinding and Desliming Operator	CO.8	13
Dewater, Drying and Tails Disposal Op.	CO.8	13
Reagent Operator	D1.2	12
Product Screening & Dispatching OP.	D1.2	14
Weighmaster	E1.6	15
Mobile Equipment Operator	D1.2	13
Crushing and Screening Operator	CO.8	10
Chute Operator	CO.8	9
Mining Machine Operator	F2.0	19
Rehabilitation Machine Operator	E1.6	17
Back-up Operator I	D1.2	15
Back-up Operator II	CO.8	10
Service Crew Operator I	F2.0	15
Service Crew Operator II	D1.2	13
Shaftman	F2.0	17
Hoistman	D1.2	16
Skiptender	D1.2	13
Cagetender	CO.8	12
Wagonmaster	CO.8	10
Dispatcher	CO.8	11
Surface Warehouse	D1.2	12
Underground Warehouse	D1.2	12

APPENDIX "E"

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

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

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

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

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

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

ARTICLE 12 - VACATIONS WITH PAY

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

ARTICLE 13 - PUBLIC HOLIDAYS

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

13.06 An employee who was not scheduled to work and does not work on any or all Public Holidays, shall be entitled to eight (8) hours pay at his regular basic wage, provided that he has worked his last scheduled shift prior to the public holiday and his first scheduled shift after the public holiday.

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

ARTICLE 14 - HOURS OF WORK AND OVERTIME

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

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

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

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

APPENDIX B - APPRENTICESHIP PROGRAM

B1.04 (a) Apprenticed employees, while taking an off-site training course, will be paid the equivalent of their regular salaries (basic straight time rated based on eight (8) hours per day with no premium pay), less any training allowance monies received from Government sources.

ARTICLE 22 - WAGE DIFFERENTIALS

22.01 Shift workers working between 4:00 p.m. and 8:00 a.m. shall be paid a premium over and above their basic hourly wage rate in the amount of **two dollars and thirty cents (\$2.30) per hour effective May 1, 2015; two dollars and thirty five cents (\$2.35) per hour effective May 1, 2016; two dollars and forty cents (\$2.40) per hour effective May 1, 2017; two dollars and forty five cents (\$2.45) per hour effective May 1, 2018.**

See also special crew agreements.

BENEFIT SUMMARY

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

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

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

Benefit coverage begins on the first day employment commences except as otherwise stated. The **current** hourly employees' Benefit Plan policy numbers are: Great West Dental and STD - 51219; Great West LTD Taxable - 134339 GHA, Great West LTD Non-taxable - 134340 GHA, Life - 134339GL, A D & D - # BSC 9029989 and Blue Cross - 50149. **It is understood that the Company may change benefits carriers so long as the level of benefits is not reduced.**

PENSION

(Allan Hourly Plan Registration #Sask 50-696)

- **Sixty-eight dollars (\$68.00) per month per year of pensionable service effective May 1, 2014.**
- **Seventy dollars (\$70.00) per month per year of pensionable service effective May 1, 2015.**
- **Seventy-one dollars and fifty cents (\$71.50) per month per year of pensionable service effective May 1, 2016.**
- **Seventy-three dollars (\$73.00) per month per year of pensionable service effective May 1, 2017.**
- **Seventy-five dollars (\$75.00) per month per year of pensionable service effective May 1, 2018.**
- **Any employee retiring between May 1, 2014 and April 30, 2019 will have pension based on \$75.00 per month per year of pensionable service.**
- Unreduced early retirement at age 60 or more and at least 30 years of service.

Employees will be enrolled in the PCS Defined Contribution Pension Plan with a contribution rate of 3.0% of basic earnings, matched by the Company. The Company will match contributions to a maximum of **twelve (12) months** following the month in which an employee is laid off. Such contributions are to be made within 6 pay periods of returning to work. This increase in the DC Plan will be effective date of ratification.

LIFE INSURANCE

- benefit two (2) times basic annual earnings taken to the nearest multiple of \$1000.
- Dependent life insurance as follows:
 - Spouse: \$10,000.00
 - Eligible Dependent: \$7,000.00

ACCIDENTAL DEATH & DISMEMBERMENT

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

SHORT TERM DISABILITY BENEFIT

- Short Term Disability benefit shall be 70% of base rate (at the time of disability) for up to seventeen (17) weeks of benefit, to take effect on the fourth day for an accident or illness, provided that a minimum of three accumulated sick days and time off with pay entitlement under C.B.A. Clause 11.06 is used prior to Short Term Disability benefits taking effect.
- No benefits are payable under the Short Term Disability program for disabilities covered by Worker's Compensation.

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

LONG TERM DISABILITY (see attached Letter of Agreement)

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

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

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

- LTD benefits continue until the recipient recovers, reaches retirement age, is able to engage in other gainful employment, (whichever occurs first), or dies.

- if an employee is eligible for disability related benefits from any other source (e.g. Canada Pension Plan disability pension), LTD benefits are adjusted so that the combined total of all disability related benefits equal no more than 75% of the employee's original basic earnings.
- no benefits are payable under the LTD program for disabilities covered by Workers' Compensation.

DENTAL PLAN

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

Diagnostic and Preventative Treatment - including any necessary X-Rays100% paid by Plan

Basic Services- extractions, fillings, etc. 80% paid by Plan

Major Services - inlays, crowns, dentures (new or repairs), etc. 80% paid by Plan

Orthodontia 50% paid by Plan,

Restorative – **dental implants, etc**..... 50% paid by the Plan

- to a maximum of **\$1,600** per insured individual
- All dental expenses are to be paid by the employee, and reimbursed to him on the above basis by the insurance carrier.
- Caution: Before starting any course of treatment in excess of \$200, it is recommended that employees have their dentist prepare a "Treatment Plan", a written report describing the recommended procedure, treatment, costs, etc. The Treatment Plan can be submitted to the insurer in advance and the employee will know the expenses covered before work begins.

GROUP EXTENDED HEALTH BENEFITS

Eligible medical costs as outlined in the contract between MSI Blue Cross and PCS Inc., Allan Division will be paid at a level of 80% of allowable expenses.

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

The Company's responsibility is to maintain the designated level of benefit coverage, as outlined in the contract between Blue Cross (MSI) and the Company, in effect on the date of ratification.

OPTICAL PLAN

Employees, their spouses and dependent children are covered for 80% of the cost of any combination of eye examinations, eyeglass frames and lenses, contact lenses, and laser eye surgery, per participant during any 24 consecutive months (12 consecutive months for persons under 18 years of age). Check your Group Benefit booklet for exclusion.

The maximums for the above services are combined for a total of \$325 effective date of ratification.

OPTIONAL INSURANCE

Employees may apply for either the optional group term life insurance and/or the voluntary accidental death and dismemberment insurance which is currently available. The effective date of such coverage will be as per the conditions specified in each of the plans. Premiums are paid by the employee through payroll deduction. In case of layoff or other absence without pay, premiums must be prepaid to maintain coverage.

GENERAL

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

Permanent and Temporary new hires are covered from the first day of active employment for Life Insurance and Accidental Death and Dismemberment; upon completion of the probationary period they become eligible under the Dental, Group Health and Optical Plans. Permanent hires are also eligible for the Short Term and Long Term Disability Plans upon completion of the probationary period.

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

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

Signed on behalf of PCS Inc.:

J. Jakubowski
Director, Employee & Industrial Relations

Signed on behalf of PCS Inc. – Allan Division

B . V a w t e r
Administration Superintendent

L . F r e h l i c h
Mill General Superintendent

P. Lepage
Mine General Superintendent

W. Heidebrecht
Human Resources Superintendent

Signed on behalf of the United Steelworkers
and its Local 7689

M. Pulak
International Representative

K. Wehner
President

T. Greva
Negotiating Committeeman

C . W e s o l o w s k i
Negotiating Committeeman

R . F e t t i n g
Negotiating Committeeman

Letter of Understanding 1

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Work Done During Vacation Maintenance Shutdowns

The Company will endeavour to utilize its own employees to perform work for which they are
qualified during vacation maintenance shutdowns.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 2

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Benefits – Long Term Disability

The parties hereby agree to a Long Term Disability Plan, which will provide a total benefit payable of 55% of the employee's base wage at the date of disability to take effect on expiration of the STD plan. The program will be comprised of two plans:

Plan A

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

Plan B

An employer paid plan at a benefit level of 16.5% of base wages. This plan will be fully funded by the Company and as such, any benefits received will be subject to Income Tax deductions.

Any CPP or other applicable offsets will be proportionately applied to both Plans as outlined in the plant text

Premiums are reviewed on a calendar year basis and are set based on experience and expenses within the Plan. A summary of this review will be provided to the Local union representatives.

The Company also agrees that they will continue to administer the LTD program and will continue to explore securing other insurance carriers that will provide the adjudication of claims in a timely and cost effective manner.

It is further agreed that the Company will not pursue any additional cost sharing of other benefit plans including medical, dental, life insurance and vision care programs.

This letter supercedes the LTD plan described in the Benefit Summary of the Collective Agreement for the life of this agreement.

The Company further agrees it will consult with the Union prior to any changes in the LTD premiums of the employee paid plan.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 3

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Payroll Buy Back

For approved Leaves of Absence requested under Articles 11.04 and 11.05 not to exceed fourteen (14) calendar days, the Company agrees to pay the employee his base wage for the scheduled work time missed and bill the Union for the amount plus 10%. This is conditional upon having received a written request for the Leave from the Union which also states the Company is authorized to bill the Union.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 4

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

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

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

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

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 5

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Co-operative Wage Study Program

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

The following principles are statements cited from the Job Description and Classification Manual published in August 1971 by the United Steelworkers of America – AFL – CIO CLC:

- A. Significant details concerning the function and requirements of each job shall be set forth in a job description which shall:

Provide a means of identifying the job under consideration, the processes, equipment and products with which it is concerned, and shall serve only as a basis from which to classify the job.

Reflect the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

Provide, together with the reasons for the classification, the basis from which to judge changes in the job content which may result from new or changed conditions when such are established from time to time.

- B. The job classification of a job shall serve only to assign the job into a proper job class for application of the standard hourly wage scale.

In summary, these principles outlined are designed solely for the purposes of determining wage rates and not to provide any basis for determining the day-to-day job activities of any individual employee. Referring to the term "inherent" as outlined on the bottom of each job description, this term is defined as: Job duties that have been common to a particular job prior to the implementation of C.W.S., whether they were specifically addressed in the job description or not, shall continue to be part of that particular job.

Signed this _____ day of _____ , 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 6

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Layoff Notice

This Agreement supersedes the provisions of Article 8.06 of the Collective Bargaining Agreement.

Temporary Shutdown of Operations

When all or part of the operation is shut down for a period not exceeding sixty (60) calendar days, written notice (or pay in lieu thereof) indicating the shutdown date and start-up date shall be given as follows to all affected employees:

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

The Vacation Maintenance Shutdown which may be designated as per Article 12.04 is not deemed a shutdown of operations for the purpose of this letter.

Indefinite Lay-off

In the event an employee is laid off for an indefinite period due to a manpower reduction or shutdown of operations for an unspecified period, written notice (or pay in lieu thereof) will be provided as follows:

1. One (1) weeks' notice if his seniority is one (1) year or less;
2. Two (2) weeks' notice if his seniority is one (1) year, or less than three (3) years;
3. Four (4) weeks' notice if his seniority is three (3) years, or less than five (5) years;
4. Six (6) weeks' notice if his seniority is five (5) years, or less than ten (10) years;
5. Eight (8) weeks' notice if his seniority is ten (10) years or more.

The above provisions do not apply if the period of lay-off is for six (6) days or less, or if an employee is recalled for a specified, limited period of work.

It is understood and agreed that the provisions of this Agreement are better than the provisions of the law.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 7

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Senior Employees Electing Lay-Off

The parties agree that there are certain circumstances where a senior employee will be allowed to elect lay-off during an Inventory Correction Period:

1. The specified period of lay-off for the employee must be the entire length of the shutdown, or a combination of vacation and lay-off may be used to cover the entire period.
2. There must be a junior qualified employee in the same classification or line of progression willing to replace the senior employee without the need for training.
3. An employee cannot elect lay-off under this Agreement if, after the shutdown, he will have more than 80 hours of unused vacation entitlement.
4. An employee who elects lay-off (or his replacement) may not submit a grievance regarding his decision to elect lay-off.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 8

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Sandblaster Painters

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

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 76

Letter of Understanding 9

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Temporary Employees Benefits

Upon completion of probation, temporary employees shall be entitled to dental, medical, vision, group life, Short Term Disability and AD&D insurance coverages until the completion of their temporary employment. Short Term Disability claims expires after 17 weeks or the completion of their temporary employment, whichever occurs first. They are not eligible for Long Term Disability.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 10

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Grandfathering of Trades

The parties agree that the following non-ticketed journeymen will be grandfathered in at the tradesman rate of "Job Class 20T":

Dave Chick
Neil Seib

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 11

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service

Workers International Union (United Steelworkers) and its Local 7689

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

The Company will contribute \$3,500 to S.O.A.R. on each of the following dates:

1. Date of ratification
2. **May 1, 2016**
3. **May 1, 2017**
4. **May 1, 2018**

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 12

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Employment Insurance Rebate

It is hereby understood and agreed that the employee share of the reduction in Employment Insurance (EI) premiums due to having a Short Term Disability Plan is used to fund the costs of the Short Term Disability Plan which is paid entirely by the Company.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 13

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: 3rd Class Power Engineers

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

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 14

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Collective Bargaining Scheduling

For the purposes of facilitating effective bargaining the Company and Union agree to co-operate with implementing flexible scheduling (including a day off in lieu and shift exchanges) to avoid payment of overtime for days when an employee is not scheduled to work but is needed for the purpose of collective bargaining.

Employees that attend a bargaining session on a regular scheduled day off, that is not a shift exchange, will receive eight (8) hours pay at straight time rates for that day only. Employees who shift exchange dates to facilitate bargaining will be paid for their entire scheduled shift. Overtime rates will apply for any other extra hours worked by the employee outside of collective bargaining in accordance with the collective agreement (e.g. overtime on a scheduled day off).

If the Company and the Union cannot agree to a flexible schedule change the employee will be placed on eight (8) hour dayshift Monday through Friday only until the completion of the collective bargaining process or during a work stoppage.

If a work stoppage is in effect, the above payment does not apply.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 15

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Overtime Banking

- 1. All employee shall be eligible to bank overtime worked at any time (including the time an employee is held over or called in early) aside from overtime worked on a dayshift Monday through Friday. Employees required to work overtime as part of their twelve (12) hour schedule shall remain eligible to bank those hours in accordance with Article 14.17. Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay in accordance with Article 13.03.**
- 2. The combined bank for all banked overtime shall be forty (40) hours and shall not be replenished. The cap on banking overtime on a public holiday in Article 13.03 shall not apply.**
- 3. Employees who have absenteeism (excluding absenteeism due to a disability or approved leave) over a six (6) month period of 7% or greater shall not be eligible to bank overtime or utilize banked time. Absenteeism will be reviewed monthly using a six (6) month rolling average.**
- 4. Granting of banked time will be assessed using the same criteria as a vacation request.**

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 16

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Job Sharing

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

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 17

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Additional Arbitrator

In the interest of broadening the pool of arbitrators within the Collective Agreement, the parties agree to add R. Garden to the list of arbitrators in Article 7.02. After two (2) decisions from Mr. R. Garden, either party may, by request, remove him from the list of arbitrators.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 18

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Banked Time

Article 13.03 shall be replaced by the following for the duration of this letter of understanding:

If an employee does work on any or all of the Public Holidays, he shall be paid eight (8) hours at his basic hourly rate and be paid two (2) times his basic hourly rate for all hours worked.

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

Article 14.17 shall be replaced by the following for the duration of this letter of understanding:

Hours worked on the shortened work day for those working a compressed work week is considered scheduled time which employees are required to work. This shall be paid at OT rates. These employees may choose to bank the hours at straight time and be paid regular time in lieu of 2x overtime pay for the scheduled overtime on the shortened work day in the compressed work week schedule. The banked time is to a maximum of **forty (40)** hours per calendar year and will be applied for and granted similar to other leaves (e.g. if an individual accrues **forty (40)** hours and utilizes eight (8) hours, they cannot bank further time in that year).

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 19

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Overtime & Absenteeism

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

- a) Employees in excess of 10% absenteeism over a six (6) month period will be ineligible for overtime until such time as their absenteeism falls below 10%. An employee's absenteeism will be reviewed in four (4) week periods using a six (6) month rolling average.**
- b) The ineligibility for overtime does not apply to scheduled overtime as included in Article 14.17.**

This letter of understanding will expire on (expiry date of collective agreement), or until a new agreement is signed.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 20

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: Job Security

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

- a) Prior to filling the permanent vacancy from outside the bargaining unit, the vacancy shall be offered (subject to the below) to a PotashCorp employee that is on recall at any PotashCorp Saskatchewan Potash Division that has this language. Such employees shall indicate their interest for the vacancy by applying directly to the Division with the vacancy. Factors regarding the awarding of the position are:**
- i. Length of Service with PotashCorp**
 - ii. Qualifications**
 - iii. Overall Performance History (inclusive of, but not limited to, safety, interpersonal and discipline history)**

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

- b) Upon obtaining a vacancy awarded by the Company, the employee and Company will have the following rights:**
- i. Recognition of years of continuous service with PotashCorp for the purpose of vacation; and**
 - ii. Recognition of years of continuous service for the purposes of retirement eligibility; and**
 - iii. No pre-employment drug and alcohol testing; and**
 - iv. Employees Personnel file will be transferred from their previous PotashCorp Division.**
 - v. Serve a probationary period equal to that of a new hire. In the event an employee does not successfully pass their probation, the employee shall be returned to recall at the PotashCorp Division they were permanently laid off from and shall resume the recall period.**

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

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

Letter of Understanding 21

between

Potash Corporation of Saskatchewan Inc., Allan Division

and

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

RE: HVAC Position

During the life of the Collective Agreement, the Company and the Union agree to explore the creation of a HVAC position.

Signed this _____ day of _____, 2016.

PCS Potash – Allan Division

United Steelworkers
and its Local 7689

R. McEachern
General Manager

M. Pulak
International Representative

W. Heidebrecht
Human Resources Superintendent

K. Wehner
President, Local 7689

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EMERGENCY NUMBERS:

Emergency Response: 5333
5400

Security: 5235

Mill Control Room: 5305

Mine Control Room: 5375

Employee & Family Assistance Program (EFAP)

TO ASSIST EMPLOYEES AND THEIR FAMILIES



FOR FURTHER INFORMATION TALK TO:

YOUR HUMAN RESOURCES DEPARTMENT

YOUR SUPERVISOR

A MEMBER OF YOUR EFAP JOINT COMMITTEE

1-800-663-1142