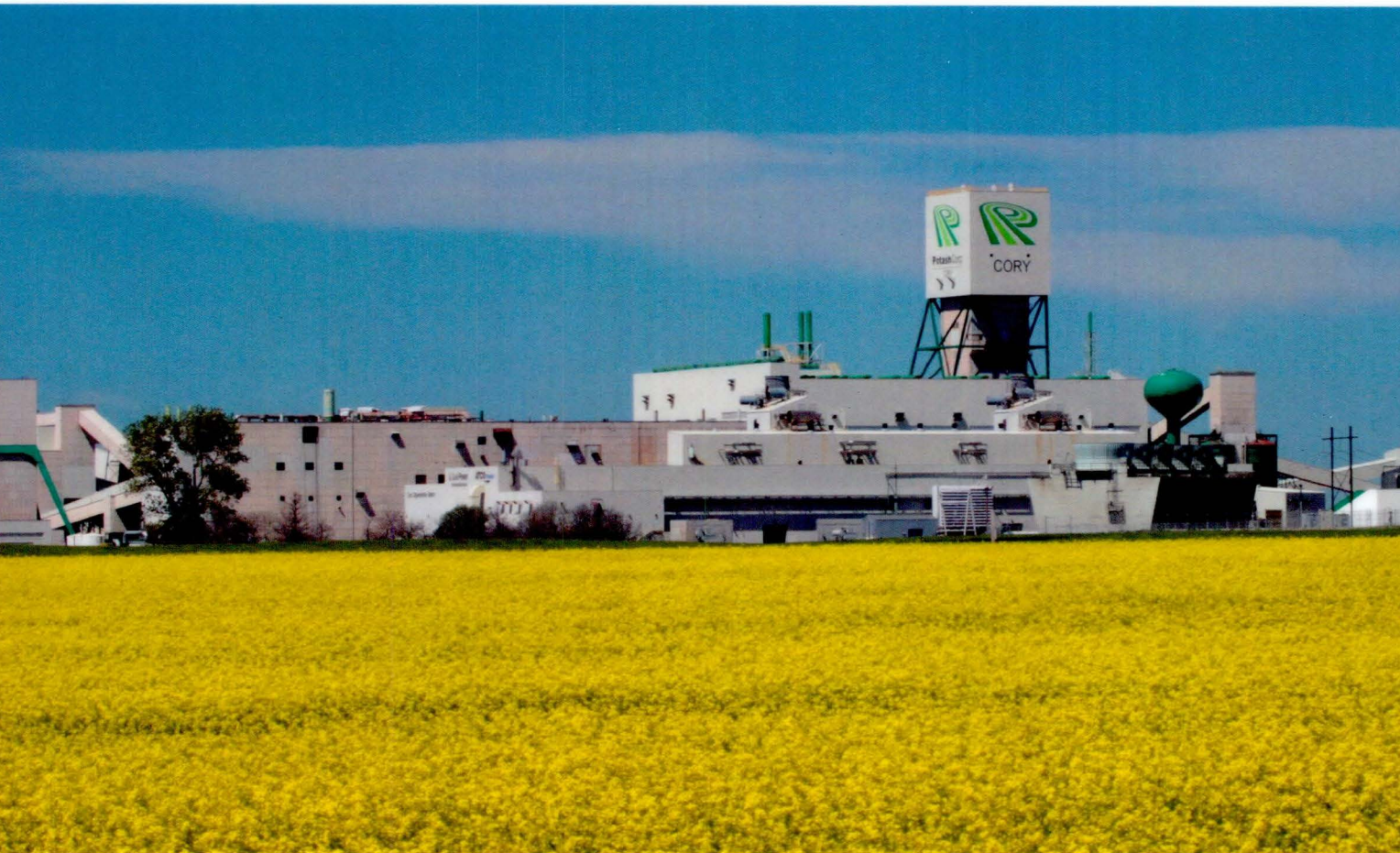




PotashCorp

Cory Division



2014-2019 AGREEMENT



Effective
October 8, 2015 through April 30, 2019

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If found, return to:

2014-2019
AGREEMENT
BY AND BETWEEN

**POTASH CORPORATION OF
SASKATCHEWAN INC.,
CORY DIVISION**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 7458**

**EFFECTIVE
OCTOBER 8, 2015
THROUGH
APRIL 30, 2019**

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ARTICLE 1 - AGREEMENT

DATE

1.01 This Agreement is made and entered into this **8th day of October, 2015** to April 30, 2019.

DEFINITIONS

1.02 In this Agreement the following definitions apply:

“Company” - the Potash Corporation of Saskatchewan Inc., Cory Division, its potash mine and refinery located approximately eight kilometres west of Saskatoon, Saskatchewan.

“Union” - United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union (United Steelworkers), itself and on behalf of Local 7458 thereof.

“Employee” - an employee of the Company in a position not excepted in Article 2 of this Agreement and therefore, a member of Local 7458 of the United Steelworkers and covered by this Agreement.

“Staff employee” or “other employee” - any other person employed by the Company who is not covered by the above definitions of “employee”.

EFFICIENT OPERATIONS

1.03 The Company and the Union recognize the need to carry on the operations of the Cory mine and plant with the greatest possible efficiency and expediency.

PURPOSE

1.04 This Agreement is entered into with the intention of establishing mutually satisfactory relations between the Company and the Union; to set forth rates of pay, hours of work and the terms and conditions of employment; to protect the safety and health of employees; and to provide for the adjustment of disputes which may arise between the parties.

NO DISCRIMINATION

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

1.06 The use of the masculine gender in this Agreement shall be considered to include the feminine gender.

1.07 The Union and the Company recognize the right of all employees to work in an environment free of harassment and discrimination. The Company shall have in place a Code of Conduct Policy which is consistent with the Saskatchewan Human Rights Code and **Saskatchewan Employment Act** and Regulations.

ARTICLE 2 - BARGAINING AGENT

UNION RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive agent for the purpose of bargaining collectively with regard to rates of pay, hours of work, and other working conditions for all employees except those in the following categories: Supervisors, Foremen, Superintendents, Managers, Office Staff, Plant Security, and a person having and regularly exercising authority to employ or discharge employees or regularly acting on behalf of management in a confidential capacity. 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.

UNION OFFICERS AND COMMITTEES

2.02 The Union agrees to certify promptly, in writing, to the Company a list of the names and official positions of its duly authorized local officers and representatives and the members of committees as may be elected to deal with the Company and to give the Company prompt, written notice of any change or addition which may thereafter be made in such list.

2.03 (a) The Company will recognize a certified alternate member for each of the various Union Committees who may be called upon to serve on the Committee in the absence of a regular member. In the case of the Grievance Committee, a certified alternate from Underground and a certified alternate from Surface will be recognized.

(b) 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 particular article in the collective agreement. Such notices can be sent via mail, facsimile, or email. The parties shall endeavor to verbally notify the other party. If verbal notice is given, written verification of the verbal notice must be sent within 7 calendar days.

UNION DUES

2.04 MEMBERSHIP & DUES CHECK OFF

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

(a) authorize the Company in writing to deduct union dues from their pay.

The Union will provide a *Check-off Authorization* to the Company for this purpose, the “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers

(b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

(c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will remain with the Local, the Union portion of the Check-off Authorization as per Article 2.04 (a) will be mailed to the servicing staff office.

2.05 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the end of each pay period, the dues so deducted shall be made payable and remitted to the International Secretary-Treasurer at an address provided by the Union.
- (d) The bi-weekly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the pay period, each pay period), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the pay period. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:

United Steelworkers
Servicing Staff Office
110A-2103 Airport Drive
Saskatoon Saskatchewan S7L 6W2

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

HUMANITY FUND

- 2.06** The Company hereby agrees to deduct one cent (\$0.01) per hour from the wages of all employees in the bargaining unit and within two weeks (2) following such deduction, pay the amount so deducted to the Humanity Fund by forwarding said deductions to:

United Steelworkers, Local 7458
110A – 2103 Airport Drive
Saskatoon, SK S7L 6W2

UNION DISCIPLINE

- 2.07** If the Union imposes discipline or any other sanctions on its members, the Company agrees it will not discharge or discipline an employee because of such action.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

MANAGEMENT RIGHTS

- 3.01** The Union recognizes the right of the Company to operate and manage its business in all respects except as expressly modified or restricted by this Agreement and to make and alter from time to time, reasonable rules and regulations to be observed by employees, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination, inequity, or unfairness against any employee in the application of such rules and regulations shall be subject to the Grievance Procedure of this Agreement.
- 3.02** The Company shall have the right to hire; to discipline, demote and discharge employees for just and sufficient cause; and to direct the workforce, provided however, that any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the Grievance Procedure.
- 3.03** The Company shall not exercise its right to direct the workforce in a discriminatory, inequitable or unfair manner.

SUPERVISORS AND SALARIED EMPLOYEES

- 3.04** Supervisors and other salaried employees shall serve in these capacities and they shall not be allowed to work on operations performed by employees coming under the scope of this Agreement, except to assist in emergency situations; a necessary demonstration of operations; studying or testing equipment; or putting new equipment into operation. The Company shall actively discourage Supervisors from performing work assigned to employees covered by this Agreement except as provided above.

CONTRACTING OUT

- 3.05** The Company recognizes the Union's concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees. Use of contractors will be kept to a minimum with the exception of capital, major repair maintenance (R & M) work and emergency work.

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 parties shall form a Contracting Out Committee to meet on a quarterly basis to discuss issues regarding contracting out. The Company will cover the cost of two (2) union representatives and one (1) employee from the affected area as appointed by the Union, while in attendance at the meetings. Any recommendations of the committee shall be submitted to the Company for consideration.

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 provided to the Union and Occupational Health Committee.

The Company and the Union recognize the requirement, for all contractors and employees, to abide by the **Saskatchewan Employment Act**. If any concerns are raised in this regard, they will be reviewed in a timely fashion.

TOOLS

3.06 The Company will issue to employees at no cost all tools required in the opinion of the Company for the performance of work by the employees. Each employee upon being issued tools shall acknowledge receipt of such tools by signing for them. Tools worn out, stolen, lost in the line of duty or defective will be maintained or replaced by the Company.

ARTICLE 4 - SAFETY AND HEALTH

GENERAL

- 4.01** (a) The Company and the Union recognize the importance of establishing safety rules and regulations for the protection of employees and in order to prevent industrial injury or illness, agree to cooperate in the continuing objective of eliminating safety and health hazards.
- (b) 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 OH&S Committee or an Occupational Health Officer has ruled on the matter. The Company will assign available alternate work to the employees until the matter is resolved. Employees should consult their Safety Rule Book for detailed provisions outlining the right to refuse unsafe work.
- (c) 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.
- (d) A copy of the notice mentioned in 4.01(c) will be sent to the respective employee co-chair of the OH&S committee as soon as possible.

SAFETY RULES

4.02 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. Within thirty days from the receipt of the proposed publication, the Safety Committee shall return the booklet to the Company along with any recommendations for improvement. In the event the Committee believes any safety rule or regulation is in conflict with the Agreement, the matter

shall be subject to the Grievance Procedure and such grievance may be submitted at the third step of the Grievance Procedure.

OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 4.03 (a)** An Occupational Health and Safety Committee will be established consisting of eight (8) Local 7458 members: three (3) from Underground, three (3) from Surface; and two from Co-Gen; and up to eight (8) Company selected members.
- (b)** The Committee will be divided into three Sub-Committees: an Underground Sub-Committee, a Surface Sub-Committee, and a Co-Gen Sub-Committee. Each Sub-Committee will act in its respective area and will have a “Union” Co-Chairman and a Company Co-Chairman.
- The “Union” will have three (3) Underground members from Local 7458 on the Underground Sub-Committee, three (3) Surface members from Local 7458 on the Surface Sub-Committee, and two (2) Co-Gen members from Local 7458 on the Co-Gen Sub-Committee.
- (c)** The Occupational Health and Safety Committee meetings, at the wish of the Co-Chairmen, may be held with the total Committee or with each Sub-Committee. The Union and the Company will each designate one Co-Chairman when meeting as a total Committee.
- 4.04** Union members of the Occupational Health and Safety Committee shall accompany a Senior member of management on a regularly scheduled inspection of their respective working areas at least once per month. Committeemen from Underground will inspect the Underground area; Committeemen from Surface will inspect the Surface area; and Committeemen from Co-Gen will inspect the Co-Gen area. Once every six months the Union Co-Chairman may request in advance that one Committee member from each area change for a regular scheduled inspection of the other’s area. The Company will recognize a certified alternate member for each of the various Occupational Health and Safety subcommittees who may be called upon to serve on the committee in the absence of a regular member.
- 4.05** The appropriate Sub-Committee Co-Chairman of the Occupational Health and Safety Committee shall accompany their respective Committee on tours and shall also accompany the Occupational Health and Safety Officer from the Saskatchewan Labour Occupational Health and Safety Division. The appropriate co-chairman, or designate, shall accompany the gas inspector, boiler inspector, elevator inspector, electrical inspector, and any other inspectors mutually agreed by the parties.
- 4.06** The Union Co-Chairman may invite a representative of the International Union to accompany the Safety Committee in its monthly inspections.
- 4.07** Members of the Occupational Health and Safety Committee shall make recommendations to improve safety in the areas inspected and shall receive a written report from the Safety Coordinator of action taken on the recommendations prior to the next safety inspection. Minutes of meetings of the Occupational Health and Safety Committee will be forwarded to the Union Co-Chairman within fourteen (14) days of the tour.
- 4.08** Members of the Occupational Health and Safety Committee will not lose pay for time spent during scheduled inspection tours. They will be paid their base rate for all regular hours scheduled to a maximum of eight, ten, or twelve hours per day depending on their weekly work schedule

for their scheduled work time missed while attending Occupational Health and Safety training courses authorized by the Company. If the Union Occupational Health and Safety Committeeman is on his regular scheduled time off, he will be paid two (2X) his base hourly rate for all hours worked.

- 4.09** In the case of a serious condition likely to cause injury or a serious accident involving injury, the Union Co-Chairman will be notified as soon as is possible and will be permitted to inspect the area involved.
- 4.10** Crew safety meetings will be held monthly. Minutes from these meetings will be promptly distributed to the Occupational Health and Safety Committee Co-Chairmen and to the Occupational Health and Safety Committee members from the area (Surface and Underground) involved. Tool box minutes, contractor safety minutes and safety accident/incident reports generated on site will be distributed to OHC Safety Committee Co Chairmen. All flash reports and taproot reports within the company shall also be distributed to said safety representatives.

SAFETY EQUIPMENT AND CLOTHING

- 4.11 (a)** The Company shall furnish, at no cost to the employee, safety equipment and protective clothing, except safety boots, as required in the opinion of the Company for the performance of work by the employee.
- (b)** Gloves will be provided at no cost to the employee and will be replaced when required due to reasonable wear and tear. Employees are expected to have work gloves on the job and use them as required.
- (c) Permanent employees shall receive a boot allowance of three hundred (\$300) dollars in the first pay period in January of each year.**
- An employee on probation will receive a boot allowance of three hundred (\$300) dollars upon completion of their probationary period and each January thereafter as outlined above.**
- (d) The two year intervals currently established for employees working permanently in Loadout will continue. They will continue to receive, based on the two year intervals, one of each of the following Company supplied clothing items: winter parkas, winter pants and a pair of winter mitts.**

New permanent employees working in Loadout will receive these items upon entry into the department and at two year intervals thereafter. Employees temporarily assigned to this area will have access to a winter clothing pool.

INDUSTRIAL ACCIDENTS

- 4.12** The Company shall replace an employee's clothing and/or footwear irreparably damaged as a result of an industrial accident or unusual incident and only where such damage is beyond normal wear and tear.
- 4.13** 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 his shift.

MEDICAL EXAMINATIONS

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

UNDERGROUND DIESEL EQUIPMENT

- 4.15** Prior to the acquisition of additional diesel equipment for Underground, the Company will review and explain the need for such additional equipment to the Occupational Health and Safety Committee. It is the Company's intention in conjunction with the Occupational Health and Safety Committee to monitor and reduce where practical, the diesel particulate and diesel emissions from Underground equipment.

ARTICLE 5 - EMPLOYEE PRIVILEGES

PERSONAL LEAVE OF ABSENCE

- 5.01** An employee shall be allowed a Personal Leave of Absence without pay for up to twenty-eight days, providing, if possible, he requests it in writing at least ten days prior to the leave; he has good and sufficient reason; and the leave will not interfere unduly with operations. Such leave will not be unreasonably denied. An extension of up to fourteen days may be granted at the discretion of the Department Head, if requested prior to the expiration of the twenty-eight day leave. The written request is to be sent to the Personnel Office who will answer it within two working days.
- 5.02** A Personal Leave of Absence without pay of one or two days will be granted without written request provided it is requested in advance and complies with the other provisions of Article 5.01. **In considering the provisions of Article 5.01, the Company and the employee will consider banked time prior to a personal leave of absence.**
- 5.03** In the case of an emergency in the employee's personal affairs or family, a Leave of Absence without pay will be granted upon request. Such leave will not be unreasonably withheld.

UNION BUSINESS LEAVE OF ABSENCE

- 5.04** A Union Business Leave of Absence without pay shall be granted to not more than ten employees, but not more than three from any one department at any one time, to attend to Union Business, providing such Leave of Absence does not interfere unduly with operations. The Leave of Absence must be requested in advance and may not exceed fourteen days. A minimum of one week's notice is required for leaves requested for Union Conventions, Union Conferences or for three employees from the same department. Other Union Business leaves require at least forty-eight hours notice. For Leaves of Absence requested under Article 5.04 the Company agrees to pay the employee his base wages for the scheduled work time missed and bill the Union for that 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.

EDUCATIONAL LEAVE OF ABSENCE

- 5.05** When an employee wishes to further the possibility of advancement with the Company by taking a full-time course of training, the Company will, subject to the requirements and efficiency of the operations, grant him an Educational Leave of Absence without pay provided that:
- The employee requests the leave in writing at least thirty days in advance.
 - The employee has at least two years of seniority.
 - The leave is not for a period in excess of ten months.
- 5.06** The number of employees granted Educational Leaves of Absence from any department at any one time may be restricted by the Company so as not to interfere unduly with the operations of that department.
- 5.07** 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 he may be subject to disciplinary action.
- 5.08** The period of leave shall be included in determining the employee's seniority. Such employee shall return to his previous job on completion of the leave provided he is entitled to such job by his seniority.
- 5.09** As a condition of this Leave of Absence, the Company may require the employee to have a medical examination before and after the leave of absence.

PUBLIC OR UNION OFFICE LEAVE OF ABSENCE

- 5.10** An employee who is appointed or elected to an office or position in the City of Saskatoon, Province of Saskatchewan, or Dominion of Canada Governments, or the Union, if such office or position interferes with his work for the Company, shall be granted a Public or Union Office Leave of Absence for the necessary period.
- 5.11** An employee who is nominated for office in the City of Saskatoon, Province of Saskatchewan or Dominion of Canada Governments, or the International Union, shall be granted upon request, a Leave of Absence without pay for a maximum period of 60 days in order to campaign for election.
- 5.12** The rights and privileges available to employees on Public or Union Office leave shall be the right to benefits as per Exhibit 9, the right to grieve, the right to be reinstated in his former job or like status, seniority and pay provided the employment conditions have not so changed as to make this unreasonable or impossible. An employee on Union Office Leave of Absence shall accumulate seniority during the first year of such leave. An employee on Public Office Leave of Absence shall accumulate seniority during the entire period of the Leave.
- 5.13** As a condition of the Public or Union Office Leave of Absence, the employee shall be examined by the Company physician to determine his physical condition. A written report of the examination shall be prepared by the physician.
- 5.14** Upon expiration of his term of office, the employee shall be re-examined by the Company physician and shall report for work within fifteen days of the expiration of his term of office if he is in substantially the same physical condition as when he left.

JURY DUTY OR SUBPOENAED WITNESS LEAVE OF ABSENCE

- 5.15** 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 shift premiums, for the hours missed, not to exceed the number of regularly scheduled hours for each shift missed as indicated on their weekly work schedule.
- 5.16** The employee shall notify the Company at least twenty-four hours in advance of the day that he is to report for jury or witness duty and shall provide proof of such service.
- 5.17** When an employee is excused from jury or witness duty on a scheduled workday, he shall report for work on his regular shift unless a conflict between jury or witness duty and scheduled working time prevents his reporting for work.

FUNERAL LEAVE OF ABSENCE

- 5.18** a) 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” defined as an employee’s mother, father, step-mother, step-father, step-brother, step-sister, spouse, Common Law spouse, brother, sister, son, daughter, mother or father-in-law, brother or sister-in-law, or grandparents or grandchildren, foster children, foster parents, legal ward or legal guardian or spouse’s grandparents shall receive Bereavement/Funeral Leave of Absence benefits subject to b), c), d) and e) below:
- b)** Bereavement Leave Benefits shall be paid for up to 2 shifts within the five-calendar-day period commencing on the date of death.
 - c)** Funeral Leave benefits shall be paid for up to 2 shifts for attendance at the funeral or other ceremony in recognition of the death.
 - d)** In the event an employee is required to be a pallbearer at a funeral and funeral leave benefits were not applicable as per the above provision, the Company will grant the necessary time off and he will not lose pay for the regular scheduled time missed to a maximum of one full shift.
 - e)** The benefits due such employee shall be computed on the basis of the number of regularly scheduled hours (8, 10, or 12 hours) per shift at straight time base rate for his job classification excluding premium pay.
 - f)** At the discretion of the Company, benefits under article 5.18 c). above may be approved in unique and special circumstances involving family members beyond those identified in 5.18 a).

DISABILITY LEAVE OF ABSENCE

- 5.19** An employee who cannot or should not work because of his illness or injury, may, or if requested by the Company shall, remain absent from work and shall be granted a disability leave for the duration of such disability provided that there is medical evidence to support such leave.
- a) As a condition of disability leave being granted, notice of the reason for the absence must be given to the Company as soon as possible.
 - b) As a condition of granting or continuing a disability leave, the Company may require a physical-mental examination by a fully licensed and practising physician.
 - c) If a disability is found to be permanent, the leave will continue as specified in the Benefits Agreement.

SPECIAL LEAVE OF ABSENCE

- 5.20** It is recognized that circumstances not covered in the foregoing Articles may warrant a Special Leave of Absence without pay for an employee. Upon the Union's request for such a leave for an employee, the Company will meet with Union representatives to discuss the situation and the circumstances and conditions in regards to duration, benefit coverage, seniority, return, et cetera, under which a Special Leave might be granted to the employee. An arbitrator dealing with a grievance involving discharge or loss of seniority of an employee under this clause shall have the power to reinstate the employee with full seniority rights or direct any other arrangement which he deems just. In making his decision, the arbitrator shall consider the reason for the request for leave, the duration of the absence, and length of service and work record of the employee.

EMPLOYMENT WHILE ON LEAVE OF ABSENCE

- 5.21** Acceptance of employment elsewhere for pay or profit while on Leave of Absence may constitute a resignation by the employee unless the Leave of Absence was granted with the specific understanding and permission of the Company that other employment was to be undertaken.

NOTICE RE: LEAVE OF ABSENCE

- 5.22** The Company will provide prompt response to a request for a Leave of Absence. The Human Resources Department will ensure this requirement is met, providing adequate notice is received.

MUTUAL SHIFT EXCHANGES

- 5.23** Mutual exchange of shifts between employees in the same classification and same department will be allowed as follows:

The proper forms must be completed and authorized in advance by the Department General Foreman, that specifies the actual dates of the shift exchanges and is limited to a maximum of three (3) shift exchanges in any thirty (30) calendar day period. The shift exchanges must be completed within a thirty (30) calendar day period. The Union will be copied on each authorized shift exchange.

MATERNITY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

5.24 (a) Maternity, parental and adoption leave of absence without pay will be granted in accordance with The **Saskatchewan Employment Act** of the Province of Saskatchewan.

(b) Employees returning from a leave in a) above will be reinstated to their previous position.

ARTICLE 6 - ANNUAL VACATIONS AND PUBLIC HOLIDAYS

ANNUAL VACATIONS

6.01 The length of vacations for employees will be based on full years of continuous service in each calendar year that the vacation year begins, as follows:

- a)** Less than one year at July 1
 - twelve hours for each completed month of service up to a maximum of 120 working hours.
- b)** One or more years at July 1, but less than six years as in (c)
 - one hundred and twenty (120) working hours
- c)** Six, but less than seven years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and twenty-eight (128) working hours
- d)** Seven, but less than eight years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and thirty-six (136) working hours
- e)** Eight, but less than nine years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and forty-four (144) working hours
- f)** Nine, but less than ten years, at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and fifty-two (152) working hours
- g)** Ten or more years at the employee's anniversary date in the calendar year that the vacation period begins
 - one hundred and sixty (160) working hours
- h)** Fifteen or more years at the employee's anniversary date in the calendar year that the vacation period begins
 - two hundred (200) working hours

6.02 If a Public Holiday as designated in this Article occurs during an employee's Annual Vacation; he shall receive an additional day and shall be paid for the Public Holiday. For employees scheduled to work a 10-hour day or 12-hour day schedule the amount of Public Holiday pay will be at his

base rate of pay and the number of hours paid will be based on the number of regular scheduled hours the individual would have worked whether it be 8, 10 or 12 hours had the day not been a Public Holiday.

VACATION PAY

- 6.03** (i) Vacation pay will be calculated as a percent of the employee's gross earnings from June 1 of the preceding year through May 31st of the current year.

The percentages applicable to the vacation pay calculation corresponding to service as per Article 6.01, are as follows:

- a) 6.0% for less than one year's service.
- b) 6.0% for one through five years' service.
- c) 6.4% for six but less than seven years' service.
- d) 6.8% for seven but less than eight years' service.
- e) 7.2% for eight but less than nine years' service.
- f) 7.6% for nine but less than ten years' service.
- g) 8.0% for ten or more years' service.
- h) 10.0% for fifteen or more years' service.

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

- (ii) Pursuant to Article 6.05 (c) it is agreed that for the vacation year, in anticipation of a vacation shutdown, the Company will pay out all outstanding vacation monies earned up to and including May 31st of each year for the life of this Agreement.

This payout will occur on June 30th of each year for the life of this Agreement, however an employee may elect, in writing by May 31st, to have his available vacation pay allotment paid out when he takes his vacation time. The formula to be used is the total vacation earnings divided by the number of entitled vacation hours. If the employee makes this election, the vacation earnings will be paid in the applicable pay period in which the employee utilized vacation hours.

Manpower requirements and scheduling of vacation will be in accordance with Article 6.05 (a). Employees will be required to take their vacation allotment prior to June 30th of each year. Those who do not schedule their vacation will have it scheduled by the Company given one (1) month's notice.

VACATION BONUS

- 6.04** Employees who have completed one (1) or more full years of service but less than five (5) years of continuous service on their anniversary date in any year shall receive an Annual Vacation

Bonus of \$200. Employees who have completed five (5) years of continuous service but less than ten (10) years of continuous service on their anniversary date in any year will receive an Annual Vacation Bonus of \$250. Employees who have completed ten (10) or more full years of continuous service on their anniversary date in any year will receive an Annual Vacation Bonus of \$300. The Annual Vacation Bonus will be paid in total along with the first vacation payment made.

VACATION SCHEDULING

- 6.05 (a)** The annual vacation period begins July 1 each year and vacations earned as in Article 6.01 must be taken before June 30 of the following year. The requirements of efficient operations shall be of paramount importance in scheduling vacations. General Seniority within the Department will be given every possible consideration for vacation requests received prior to May 1 **for the upcoming vacation year commencing July 1**. It is understood that the requirements of a vacation maintenance shutdown may take precedence over vacation requests. In a year that a vacation shutdown is being held as in 6.05(c), employees who prefer not to take their vacation during the shutdown will be considered for available work.

CUMULATIVE VACATION

- 6.05 (b)** By mutual written agreement between an employee and the Company, vacations may be carried forward and accumulated in the next vacation year. The Union shall be furnished a copy of such agreement when made. Current year vacation will take precedence over prior years carry forward and accumulated vacations, regardless of seniority.

VACATION SHUTDOWN

- 6.05 (c)** A vacation shutdown can be designated by the Company provided it falls during the school summer vacation period, and the Union will be notified of the Company's intention regarding such vacation shutdown and the date of the shutdown not later than April 1 of that year.

DISABILITY DURING VACATION

- 6.06** In the event an employee becomes disabled for 24 consecutive hours or more during the term of his vacation, verified by a doctor's certificate, the employee shall be entitled to reschedule that unused portion of his vacation at a mutually agreed upon time.

PUBLIC HOLIDAYS

- 6.07 (a)** The following shall be Public Holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) When New Year's Day falls on a Sunday, straight day shift employees scheduled Monday through Friday, will observe New Year's Day on the Monday following. This will apply for Monday through Friday employees only.
- (c) When Christmas Day falls on a Sunday, straight day shift employees scheduled Monday through Friday, will observe Christmas Day on the Monday following and Boxing Day on the Tuesday following. This will apply for Monday through Friday employees only. When Christmas Day and New Year's Day fall on a Saturday, straight dayshift employees scheduled to work Monday through Friday will observe these statutory holidays on the Friday of that week. Boxing Day will be observed on the following Monday.
- (d) For employees working a twelve-hour day work schedule, Public Holidays will be observed commencing at 8:00 p.m. on the calendar day preceding the Public Holiday and ending 8:00 p.m. of the calendar day of the Public Holiday.

PUBLIC HOLIDAY PAY

- 6.08** If a Public Holiday falls on an employee's regular scheduled day of work that week, but he does not work because he is given the Holiday off, he will be paid his normal wages for the hours (8, 10 or 12 hours) he was scheduled to work on the Holiday, exclusive of overtime. If he does work, he will be paid eight hours for the Holiday if he is scheduled to work; and in addition to this amount he will receive two times his base wage rate for all hours worked on the Holiday.
- 6.09** If the Holiday falls on an employee's regular scheduled day off that week, he shall receive Holiday pay of eight hours at his base wage rate.
- 6.10** A Public Holiday, when not worked by an employee, shall be paid provided the employee has worked at least one complete shift during the 14 calendar day period immediately prior to the observance of said Holiday. Employees will not be paid if they are on Leave of Absence and/or are receiving pay for the day through benefit plans or through the Workers' Compensation Board.

Under the provisions of this Article, if an employee is eligible to receive pay for Christmas Day, he shall also be eligible for Boxing Day and New Year's Day.

WORK ON PUBLIC HOLIDAY

- 6.11** This Article shall not limit the right of the Company to schedule an employee to work on any Public Holiday that falls on his regular scheduled workday; or for the Company and Union to agree to a change in the date a Public Holiday is observed for all employees or groups of employees with a minimum of seven days notice by either party. (Note: exception in Miscellaneous #1, page 59)

Employees who work on a Public Holiday (or the date a Public Holiday is observed) may bank the eight (8) hours pay as per Article 6.08 at straight time, in lieu of payment. Such time will be included in the thirty-six (36) hour shortened work day bank in Article 8.15 (c). Employees may

bank up to a maximum of sixteen (16) hours of public holiday pay per calendar year, subject to available room in the shortened work day bank. (See LOU #20 page 87)

SHORTENED WORK WEEK – PUBLIC HOLIDAY SCHEDULING

6.12 The parties agree the provisions of this Article, when applied, supersede Article 8.08(a), 8.16(b), or any other provisions, which may be deemed to be in conflict.

When a public holiday falls on an employee's scheduled day off, the Company may schedule another day off without pay during the pay period in which the public holiday falls. In such an event, shortened workweek overtime will not be paid regardless of which week in the pay period the other day off is scheduled.

However, when the Company chooses to schedule another day off as above, it shall be consecutive with the employee's other scheduled days off in the pay period, and unless the holiday falls during an operating cycle the day off will be scheduled to tie in with the holiday weekend.

Notwithstanding Article 6.09, if another day off is scheduled the pay for the public holiday, as above, will be the greater of base rate times 8 hours or times the hours which would have been scheduled on the other day off.

The Company will post a weekly work schedule on the Monday prior to the start of the workweek, and such will indicate the scheduling of another day off, if any.

ARTICLE 7 - EMPLOYMENT PROVISIONS

PROBATIONARY PERIOD

7.01 A new employee shall be considered as a probationary employee for a period not exceeding four hundred (400) regularly scheduled hours worked; however, at the end of the probationary period the employee's seniority shall be retroactive to the day of hire. The Company will provide the employee with a copy of all written evaluations completed during the probationary period. The parties may extend the probationary period by mutual agreement.

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

NEW EMPLOYEE ORIENTATION

7.02 The Union President or his representative shall be entitled to spend one hour with new employees, in small groups to a maximum of three (3), on their day of hire, or other day as mutually agreed by the Union and the Company to familiarize the new employees with the Union. Following the completion of the employee's probationary period, the Human Resources Department will schedule new employees, in small groups to a maximum of four (4), as arranged by the Union and Company, for a follow-up interview with the Union President, or his designate. Such interview will not exceed one hour and will coincide with the end of the new employee's work shift, or another time as mutually agreed by the Union and Company. The OH&S Co-Chairs of the area in which a new employee is to be assigned, or their designates, shall jointly spend one hour with the new employee to familiarize him on safety matters.

WORK DAY

- 7.03** For employees scheduled to work an 8-hour day schedule, the work day shall be the period beginning at midnight and continuing to the immediately following midnight.
- 7.04** (a) For an employee scheduled to work an 8-hour day schedule, the workday shall be divided into three equal shifts of eight hours each; the first shift (graveyard shift) being the shift starting nearest to midnight; the second shift (day shift) being the shift starting nearest to 8:00 a.m.; and the third shift (afternoon shift) being the shift starting nearest to 4:00 p.m. The starting time shall not vary more than one and one-half hours and shall be limited to those involved in Underground operations.
- (b) For employees scheduled to work a 10-hour day schedule, the workday shall be divided into two shifts of ten hours each. Day Shift will begin at 8:00 a.m. and extend through 6:00 p.m. and the Evening Shift will begin at 4:00 p.m. and extend through 2:00 a.m. the following morning. However, the legal day being midnight to midnight, the Evening Shift will actually be eight hours in the calendar day on which the shift began and two hours in the following calendar day.
- (c) For employees scheduled to work a 12-hour day schedule, the workday shall be divided into two shifts of twelve hours each. Day Shift on Surface will begin at 7:00 a.m. and extend through 7:00 p.m., and the Night Shift will begin at 7:00 p.m. and extend through 7:00 a.m. the following morning. Where operationally feasible, employees may relieve early, however no more than fifteen (15) minutes. Day Shift for Underground will begin at 7:30 a.m. and extend through 7:30 p.m., and the Night Shift will begin at 7:30 p.m. and extend through 7:30 a.m. the following morning. These schedules may be modified by mutual written agreement of the parties.
- 7.05** One shift shall be a basic day's work.
- 7.06** For Surface employees who work the straight day shift, a shift shall be eight hours including a rest period and a lunch period. The rest period will permit a work interruption of ten minutes duration in the morning and the lunch period will permit a twenty-minute work interruption after noon. Employees will be given the opportunity to have a cup of coffee on the job in the afternoon. This latter coffee break and the above work interruption periods may be deferred or rescheduled in order to comply with emergency or urgent operational needs.
- 7.07** For employees in the Mine and Mine Maintenance Departments, the basic workday shall be eight hours collar-to-collar.

WORK WEEK

- 7.08** For all employees, the workweek shall be the period commencing at 8:00 a.m. on Sunday and ending at 8:00 a.m. on the immediately following Sunday.
- 7.09** For employees scheduled on the 8-hour day schedule, a basic workweek shall be five basic workdays of eight hours each or forty hours. For employees scheduled on the 10-hour day schedule, a basic workweek shall be four basic workdays of 10 hours each. For employees scheduled on the 12-hour day schedule, the work week shall average 40 hours per week over a four week period. This shall not be construed as guaranteeing a minimum of forty hours of work per week to an

employee, **unless the employee is transitioning between schedules and requests to be made whole.**

JOB CLASSIFICATIONS

- 7.10** The job classifications included in this Agreement shall be those shown in the Exhibits. An employee's job classification shall be determined by the Company at the time he is employed and an employee's job classification may be changed only in accordance with the provisions of this Agreement and the CWS manual.
- 7.11** Normally, an employee shall perform the work of his base job classification; however, when work is not available in an employee's base job classification or when other work is more urgently required, such employee may be assigned temporarily to work outside his classification.
- 7.12** Employees shall not trade job classifications or assignments either on a temporary or permanent basis without the consent of the Company **and the Union.**
- 7.13** If a new job classification not shown in the Exhibits is established or in the event of a change in the job content of an existing job classification, the Company shall establish the base rate, subject to the procedures outlined in the CWS manual.

TEMPORARY EMPLOYEES

- 7.14** Temporary employees may be hired for periods not to exceed seven hundred and forty four (744) hours worked in any 365-day period effective May 1, 1997. Temporary employees who exceed this period of work will acquire full seniority rights and will be entitled to recall rights as outlined in Article 11.04(e). Employees who exceed the seven hundred and forty four (744) hours of employment in any 365 day period will also be entitled to receive paid sick hours at a rate of 2 hours for every 160 hours worked to a maximum of 24 paid sick hours in that calendar year.

The Company will offer temporary work to any permanent employee who may be laid off and eligible for recall. Such laid-off employees may accept or reject temporary work for the Company without in any way affecting their recall rights.

The hiring of temporary employees is subject to the following limitations:

- a)** Temporary employees shall be classified and compensated on the same basis as permanent employees; however, they will only acquire seniority rights as provided below:
- b)** Notwithstanding article 7.01, temporary employees who may be accepted as permanent employees by the Company shall, upon their acceptance and completion thereafter of a four hundred (400) regularly scheduled hours probationary period, acquire full seniority rights retroactive to their last date of hire as temporary employees. Temporary employees or temporary employees who have been accepted as permanent as above, who have worked seven hundred and forty four (744) regularly scheduled hours in a 365 day period shall be accepted as permanent employees with full seniority rights retroactive to the last date of hire as a temporary employee and shall be deemed to have served their probationary period.
- c)** Temporary employees shall not displace permanent employees from their regular classifications.

- d) Temporary employees shall be permitted to bid on permanent vacancies. They shall be hired prior to external candidates if they possess the demonstrated ability to do the job.
- e) Temporary employees shall be entitled to dental, medical and vision care. They are not eligible for Long Term Disability.

NOTICE OF ACTION AND DISCIPLINE

- 7.15 Any employee who has been promoted, demoted, transferred, reprimanded, disciplined, given a Leave of Absence or whose employment has been terminated, shall be provided promptly with a copy of the form stating the reason for such action.
- 7.16 If disciplinary action is taken during or because of the absence of an employee, the form shall be delivered to him personally or by mailing within twenty-four hours after the action to be taken is determined.
- 7.17 An employee who is being interviewed by a Supervisor or any other management person and where such interview is likely to result in disciplinary action, the employee shall be entitled to have present the nearest available Steward who is on Company premises. Any discipline administered to the employee will be null and void, if the employee was not permitted to have a union representative in attendance.
- 7.18 (a) If an employee is suspended discharged or demoted for disciplinary reason, he will be entitled to a hearing with Management and Union representatives. Such hearing will be held prior to the disciplinary action being taken.

If the conduct is considered to be:

- i) **Gross misconduct (e.g. disregard for the safety of others, deliberate acts of violence or hostility, deliberate acts to defraud the Company); or**
- ii) **Conduct that could potentially result in termination of employment (meaning that the employee conduct is to such extent that may result in immediate termination or the employee is at the point of termination due to their current disciplinary record); or**
- iii) **Insubordinate (e.g. refusing a reasonable and safe request);**

the employee may be sent home without pay until such time as a prior hearing is scheduled. If the employee suffers a loss of wages due to the employee being sent home prior to the hearing and at the hearing it is determined he should not have been disciplined or the discipline is lesser than the time the employee was away from work without pay, then he will be paid his lost wages. If an employee is sent home prior to the hearing being scheduled and the conduct is not gross misconduct, could not have resulted in termination of employment nor insubordinate, the employee will be paid his lost wages until the hearing.

- (b) The Company will contact the Chairman of the Grievance Committee or in his absence an officer of the Union to arrange the hearing. Union representation at the hearing will normally consist of the Chairman or his delegate, the Steward involved and the employee. Each party has the right to request and have present any necessary witnesses.

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

7.20 Disciplinary action which has not been the basis of further disciplinary action for a period of twelve (12) months, 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. Notwithstanding this agreement, the Company is not required to do periodic personnel file reviews. Documentation shall be removed at the time of its discovery.

SERVICE RECORD

7.21 The personnel file of an employee shall be available for inspection, by appointment during office hours, by the employee and his duly authorized representative, provided the employee has obtained permission from his Supervisor to leave the job if that is required.

MONTHLY LIST OF CHANGES

7.22 The Company will furnish monthly to the Union a list showing new hires (including home addresses), transfers, promotions, demotions, layoffs, recalls and terminations of employment during the previous month and the effective dates. Copies of these lists will be posted on the second Tuesday of each month on the bulletin boards for the information of the employees. The date of the posting of such list shall be the date of discovery for any grievance arising from such list.

ARTICLE 8 - WAGE PROVISIONS

WAGE SCALE

8.01 The Wage Scale which shall be effective during the life of the Agreement shall be the Wage Scale set forth in Exhibit 1 of this Agreement.

SHIFT PREMIUM

8.02 In addition to the base hourly wage rates as set forth in the Wage Scale, Exhibit 1 of this Agreement, the Company shall pay to employees scheduled on the 8-hour day schedule, actually working on shifts other than day shifts, **two dollars and thirty cents (\$2.30) per hour shift premium effective October 11, 2015, two dollars and thirty-five cents (\$2.35) effective May 1, 2016, two dollars and forty cents (\$2.40) effective May 1, 2017, two dollars and forty-five cents (\$2.45) effective May 1, 2018**, for all time worked on those shifts that are not a day shift. For employees scheduled on the 10-hour day schedule, the Company shall pay the above mentioned shift premium for all hours worked on those shifts that are not a day shift. For employees scheduled to work the 12-hour day schedule, the Company shall pay to employees the above mentioned shift premium for all hours worked between 4:00 p.m. and 8:00 a.m.

8.03 No shift premium shall be added to, nor included in any benefits, pay or allowances other than the pay for time actually worked as provided in this Article except as specifically provided in the Article covering Annual Vacations and Public Holidays.

WEEKEND PREMIUM

8.04 A weekend premium of **one dollar and sixty cents (\$1.60) effective October 11, 2015, one**

dollar and sixty-five cents (\$1.65) effective May 1, 2017, one dollar seventy cents (\$1.70) effective May 1, 2018, will be paid for each hour actually worked on Saturday and Sunday. The above mentioned weekend premium will be paid for each hour actually worked by the employees between 8:00 p.m. on Friday and 8:00 p.m. Sunday.

UNDERGROUND PREMIUM

8.05 An Underground premium of forty cents per hour will be paid for all hours worked by an employee Underground.

REPORTING FOR WORK

8.06 If an employee reports in good faith to work on a day which he is scheduled to work, unless he has been notified prior to reporting for work not to report, and no work is available, he shall receive pay for his regularly scheduled hours at the rate for his base job classification. This clause applies to the scheduled shift regardless of the calendar day application.

8.07 This provision shall not apply when 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 phone number; or he has no phone.

WORK SCHEDULE

8.08 (a) The Company shall post a weekly work schedule on the Monday prior to the start of the workweek. This schedule will not be altered for short periods of time (one week) to avoid requiring employees to work on days for which premium pay would be payable.

(b) For employees scheduled to work the 8-hour or 10-hour day schedules, an employee will be paid two times his basic hourly rate for all hours worked on his first shift of a new workday or work shift scheduled where his schedule has been changed with less than forty-eight hours notice.

(c) For employees scheduled to work the 12-hour day schedule, an employee will be paid two times his basic hourly rate for all hours worked on his first shift of the new workday or work shift scheduled where his schedule has been changed with less than 24 hours' notice.

NOTE: Employees scheduled to work either the 10 or 12-hour work schedule should refer to Article 8.14(c) for dayshift workers' override provisions.

8.09 An employee who is asked by the Company to work and who works his day off, will not be required to take off a scheduled day to avoid the payment of overtime.

8.10 Promotions, demotions, transfers and changing work loads may necessitate the change of work schedules subsequent to posting. Such changes are not made for the purpose of avoiding overtime.

CALLOUT

8.11 An employee called to report to work when off site and who reports to work will be paid at double his base rate for the hours actually worked or for six hours at his base rate, whichever is greater.

8.12 This provision does not apply to any employee who starts work within one hour of his regular

work schedule. If an employee is called back to work after their regular shift, while in the parking lot or beyond, call out provisions will apply.

- 8.13** If an employee completes the work for which he was called out or other emergency work prior to working the minimum time guaranteed, he may leave and receive the minimum of six hours at his base rate.
- 8.14** (a) If an employee is called out and works any portion of time in the first four hours of the eight hours immediately preceding his next scheduled shift, he will not be required to report for his regular shift that day until **ten (10)** hours have elapsed from the time he finished the callout work. He will be paid at his base straight time rate for any time missed on his regular shift due to this provision. 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 his shift but he will not receive pay for this additional time missed. Article 8.14(b) will apply if it is more favorable to the employee.
- (b) An employee who works in excess of sixteen hours in a 24-hour period shall be granted his next regularly scheduled shift off with pay. Pay will be for eight hours at the employee's basic straight time rate and will be paid only if such regularly scheduled shift of work is consecutive with the 24-hour period in which the excessive time was worked.
- (c) All straight day shift 8-hour day employees assigned to work the 10-hour day or 12-hour day schedules will be subject to the following modifications to the overtime provisions:
- i) overtime must be paid for all hours worked in excess of eight on the first shift of a scheduled change to the 10-hour day or 12-hour day schedule even if the appropriate notice as outlined in article 8.08 (b) and (c) is given.
 - ii) employees temporarily assigned to the 10-hour day or 12-hour day schedules shall be subject to a basic 40-hour workweek for the purposes of overtime calculations.
 - iii) overtime must be paid for all hours worked in excess of 10 hours on the first shift of a schedule change to 12 hour shift.

OVERTIME

- 8.15** (a) As is practical and economical, the Company will endeavor to equitably distribute work requiring overtime, among employees who normally perform that type of work.
- (b) All overtime hours worked by an employee shall be paid for at two times the employee's base wage rate. Any premiums the employee may be entitled to during the overtime will not be compounded in the overtime rate calculation but simply added on to the overtime rate if applicable.
- (c) 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 overtime 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.

8.16 Overtime shall be paid for:

- a) All hours worked by an employee in excess of eight hours within a twenty-four hour period, except if because of changes made at the request of the employee.
- b) All hours worked by an employee in excess of his scheduled straight time hours within any single workweek. When a Public Holiday(s) fall in the week, employees scheduled to work the 8-hour or 12-hour day schedule will have the work week shortened by eight hours for each holiday falling in the week for the purpose of calculating overtime pay. For employees scheduled to work the 10-hour day schedule, the workweek is shortened by ten hours for each holiday falling in the week.
- c) All hours worked by an employee on his scheduled days off in a workweek.
- d) All hours worked by an employee on a Public Holiday.

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.

8.17 The provisions of 8.16 above may be modified if the Company, Union and Minister of Labour agree in writing to some other arrangement of the work day and/or work week and in that case, the condition for overtime payment would be shown in the agreement.

8.18 Overtime may be refused by an employee except in an emergency.

8.19 Time paid for but not worked shall not be included as time worked for the purposes of computing any overtime pay for an employee except when the time not worked was spent in accordance with Article 12.07, 14.03 or while attending OH&S training courses authorized by the Company as in Article 4.08.

8.20 None of the time worked by an employee shall be paid for on the basis of more than one of the provisions of this Agreement.

OVERTIME MEALS

8.21 When an employee is required to work in excess of two hours of overtime following work on his scheduled shift, he shall be furnished an adequate lunch and beverage from supplies maintained by the Company for such purpose.

8.22 An adequate lunch will be supplied within two hours after the start of such overtime shift. The lunch is to be eaten by the employee in the vicinity of his job site with due regard to a minimum delay to operations, and a 30-minute rest shall be provided for consumption of the lunch.

8.23 The Company will supply additional meals at four-hour intervals if the employee continues to work overtime. If the overtime work is nearing completion when it is time for a meal, the employee may elect to have a meal provided or he may request the Supervisor to put in a meal

claim for \$15.00 and continue work and leave when the job is completed. This election must be made known to the Supervisor prior to the preparation of the meal. A meal claim may be substituted for any meal to which the employee is entitled.

- 8.24** In the case of callouts, the Company will supply a meal if the callout work lasts more than three hours and the employee requests a meal. Additional meals will be supplied at four-hour intervals. The meal claim provision as in Article 8.23 will also apply to callouts.

TRANSPORTATION

- 8.25** The Company will not furnish transportation and will not attempt to exercise any control over its employees while travelling to and from the property except as hereinafter provided.

- 8.26 (a)** When an employee works overtime or is called out to work overtime and no transportation is available, the Company shall furnish transportation to and from his residence within a **75 km** radius of the property. This provision will also apply to an employee who is suspended before the end of his shift. This provision will not apply to an employee receiving a transportation allowance as per Article 8.27.

(b) When an employee is held over and he is the driver of his car pool that day, the Company will arrange for one vehicle to transport the employees of that car pool to their homes within a **75 km** radius of the property **unless approved by the Company.**

- 8.27** A transportation allowance of \$25.00 or **fifty-five (55) cents per kilometer traveled from his place of residence (maximum 120 kilometers per round trip)** will be paid to employees who are:

- a)** called out as provided in Article 8.11, or,
- b)** who are required to report for work at other than the start of their regular scheduled shift, or
- c)** medical verification as per 4.14 and 13.12.

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.

WAGES ACCORDING TO JOB

- 8.28** When an employee is temporarily assigned to and works in a higher-paying classification, he will be paid the rate of pay of the higher-paying classification for all hours worked in the higher-paying classification. In the event an employee works in excess of two hours in the higher-paying classification, he shall receive the rate of the higher-paying classification for all hours he worked in that shift, except as modified in the Exhibits.

- 8.29** When an employee is temporarily assigned to and works in a lower-paying classification, he will be paid the rate of pay of his base classification.

ABSENCES

- 8.30** An employee who cannot work on a shift he is scheduled to work shall notify his immediate Supervisor as soon as possible. If it is impossible to notify his immediate Supervisor, he shall

notify another Supervisor in his department or the Security Guard on duty and report the anticipated absence.

- 8.31 An emergency in personal affairs or illness of the employee will be an authorized absence if reported prior to the scheduled shift or as soon thereafter as is reasonably possible and if the excuse is justifiable. Any dispute as to whether an excuse is justifiable may be handled in accordance with the grievance procedure.
- 8.32 An employee not on duty during a shift he is scheduled to work shall be on an unexcused absence unless his absence is because of authorized absence or Leave of Absence provided in this Agreement.
- 8.33 Failure to return to work at the end of an authorized absence, an unexcused absence of two or more consecutive workdays or repeated unexcused absences may result in disciplinary action or termination of the employment of the employee.

ARTICLE 9 - SENIORITY

GENERAL

- 9.01 The parties recognize that job opportunity and security should increase with length of service with the Company. In all cases of promotion, training, job assignment, shift assignment, layoff or recall, senior qualified employees shall be entitled to preferences. In the case of preference for a day or shift assignment, General Seniority will be used. When a vacancy exists, transfers between crews will be granted, if operational requirements permit, based on general seniority. If the request for transfer cannot be granted immediately, the Company will grant the transfer as soon as it is operationally feasible. The Company reserves the right to move people amongst crews for operational reasons, even if no vacancy exists.
- 9.02 "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.

ESTABLISHMENT OF SENIORITY

- 9.03 The term "seniority" as used in this Agreement shall be defined as:
 - a) General - the length of continuous service with the Company since the employee's date of hiring, except as expressly provided herein.
 - b) Departmental - the total aggregate length of time an employee has spent in a department since their last date of hire.
- 9.04 If two or more employees begin work for the Company on the same date, their General Seniority shall be determined by a draw.
- 9.05 When two or more employees begin working in a department on the same date, they shall be rated on the Department Seniority list in the order of their General Seniority.
- 9.06 All Departmental and General Seniority shall be lost when the employee's employment is terminated, the employee is discharged and is not reinstated through the Grievance Procedure, or the employee does not return after being recalled by the Company.

9.07 After completion of 400 regular hours worked probationary period, an employee shall be credited with Departmental Seniority from his entry date in the department in which he is assigned as a regular employee.

DEPARTMENTS

9.08 For the purposes of this Agreement, the following are Departments:

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

SENIORITY LISTS

9.09 The Company shall compile Seniority lists showing Departmental and General Seniority for each employee.

9.10 Such lists shall be revised at three-month intervals from the date of this Agreement and a copy of the lists shall be mailed to the Union. A copy of the department's list will be posted in the department and a copy of the General Seniority list will be posted on the bulletin board outside the men's change room. Upon written request from the Union, the Company will mail a copy of the seniority list for his department to each Union Steward.

9.11 An employee shall notify the Union President or designate and the Human Resources Department within thirty days of posting of any error in such list. Where an error is identified, the Union will be notified within seven days of verification and correction of the error.

ARTICLE 10 - VACANCIES

GENERAL

10.01 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. If a job classification is to be left vacant, the Company shall advise the Union in writing of the reason for such decision.

10.02 (a) When the services of individuals with special abilities or training are required and are not available within the Bargaining Unit, the Company may transfer or employ such individuals from outside the Bargaining Unit.

(b) The Company will inform the Union of any vacant First Line Foreman positions that are to be filled in order that employees may make application for such positions. The extent of the Company's obligation in this regard will be to inform any unsuccessful employee applicant of the reasons why he was not awarded the position. Under no circumstances will a grievance be accepted under the provisions of this clause.

10.03 Vacancies defined: A temporary vacancy is one which lasts thirty days or less or is one created by employees on vacation. This period may be extended by mutual written agreement between the Company and the Union. A permanent vacancy is one which is expected to last more than thirty days.

TRAINING

10.04 To the extent consistent with efficient operations, a senior (Departmental Seniority) 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. Recognizing the need for appropriate and safe training, the training will be provided by an individual competent and experienced in the duties of the position on the shift.

10.05 (a) 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 General Seniority and qualifications if required to allow for promotional opportunities for other employees. "Promotional opportunities" as used above also refers to the additional skill assignments in the Mill Department.

(b) Where certain operating job classifications require training and qualifications on more than one unit of equipment or area, employees within the classification will be required to rotate assignments on a General Seniority basis in order to provide training opportunity for other employees in the same classification.

FILLING TEMPORARY VACANCIES

10.06 A temporary vacancy 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. It is understood that temporary vacancies which occur during the course of a shift may not always be filled by the senior qualified employee.

FILLING PERMANENT VACANCIES

10.07 A permanent vacancy shall be filled in accordance with the Lines of Progression as contained in the Exhibits of this Agreement on the basis of Departmental Seniority, subject to the job bidding provisions of the Agreement where applicable. If qualified employees are not available within the department, the permanent vacancy may be filled from outside the department or if not available within the Bargaining Unit, from outside the Bargaining Unit.

10.08 An employee awarded a permanent vacancy as per Article 10.07 shall be entitled to a reasonable training period up to 240 regularly scheduled working hours. The employee will receive the new job rate prior to the completion of the 240 hours worked if he assumes the job duties without training assistance. (The training period and rate will be modified as indicated in the various Exhibits.)

REFUSAL OF PROMOTION

10.09 If an employee refuses to accept a permanent promotion, he must do so in writing and he

will become eligible for consideration for a future permanent vacancy in the classification or assignment after fifteen (15) calendar days if he indicates in writing to his Department Head that he wishes to be considered. The employee shall use the mutually agreed forms **and a copy of such forms shall be provided to the Union.**

DAY ASSIGNMENT

10.10 An employee who is on a rotating shift assignment, other than for his training for maintenance progression, may file a written application for consideration for a straight day assignment within his department. A vacancy in such day assignment will be filled by the senior qualified applicant but the filling of the day vacancy may be temporarily delayed until a qualified replacement is available for the successful applicant.

JOB POSTING

10.11 A permanent job vacancy will be posted for plant-wide bidding for:

- 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 2 through 7 of the Agreement,
- d) Permanent day shift Licensed Journeyman maintenance job assignments,
- e) An apprenticeship job vacancy,
- f) All job postings below Journeyman and above bid level, in a Maintenance Department shall be posted in consultation with the Union,
- g) All permanent day shift vacancies that cannot be filled from the Line of Progression, including those below bid level, will be posted (also see Footnotes Exhibit 2, Mine Operating Department).

10.12 Notice of the vacancies as defined in 10.11 shall be posted for seven (7) 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.

10.13 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 seventh day of posting. A Shop Steward may file a bid on behalf of an absent employee.

10.14 Job bids submitted within the seven (7) day posting period shall be considered in filling the vacancy. The vacancy shall be awarded to the qualified applicant on the basis of General Seniority. The name of the successful bidder will be posted within two (2) days following the end of the bidding period.

10.15 The Company will transfer the successful bidder within thirty days following the posting of the successful bidder's name if a qualified employee is available to fill the vacancy of the successful bidder. If the Company is unable to make such transfer within thirty calendar days after posting

the name of the successful bidder, then such bidder will receive the rate for the new job starting on the thirty-first day following the day his name was posted as the successful bidder, provided the new rate of pay is higher than the bidder's present rate. All successful bidders shall start to accumulate Departmental Seniority in the new department from the date they were awarded the bid.

- 10.16** An employee who bid and was awarded the job, regardless of whether they decline or accept the position, may not bid on another vacancy within six (6) months of the end of the posting date unless the new vacancy posted is for an apprenticeship or maintenance progression vacancy and his prior successful bid was a non-apprenticeship or a non-maintenance progression vacancy. This disqualification does not apply to an employee who has been displaced from his job assignment due to a layoff or a reduction of the workforce or has been awarded a posted job which lasts less than six months or to an employee who withdraws his application prior to being deemed the successful bidder.
- 10.17** The permanent vacancy notices as provided for above will be posted on a bulletin board provided for that purpose on the bulletin board outside the men's change room. Bids on these permanent vacancies shall be deposited in the bid-box.
- 10.18** Vacancies in job classifications that require job posting, will be posted prior to the hiring of personnel from outside the Bargaining Unit.
- 10.19** Any vacancies in job classifications that require job postings, that are posted, but not filled by bids or outside hiring within three months, will be reposted if the Company still wishes to fill that vacancy. **The Company may choose to repost before three months have elapsed.**
- 10.20** A successful bidder on a job in another department who voluntarily disqualifies himself or is disqualified by the Company, as permitted in Articles 10.22 and 10.23, will revive his former Departmental Seniority and will be permitted to bid on any job vacancies within his department but will not be permitted to bid on any job vacancies other than maintenance progression or apprenticeship vacancies outside his department for a period of six months following his return to his department.
- 10.21** An employee who occupies a permanent day shift vacancy who subsequently loses the job due to a reassignment to shift work will be returned to the day shift job when it next becomes vacant on the basis of General Seniority. The Company will not be required to post such vacancies until all eligible employees have been returned, bypassed the opportunity or have been successful bidders on another job.

QUALIFYING ON THE JOB

- 10.22 (a)** If within 240 regularly scheduled working hours an employee 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.
- (b)** The parties agree that Article 10.22 (a) will not apply in situations of temporary job postings involving maintenance projects such as miner rebuild crews, capital projects, etc. where the estimated life of the project extends beyond the estimated life as stated on the postings. It is also agreed that if the project extends beyond the estimated life as stated on the posting, the job will be reposted, providing the successful bidder wants to disqualify himself.

- 10.23 (a)** 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.
- (b)** For the purposes of Article 10.22 (a) and 10.23, if the employee is unable to return to his last classification and assignment because it no longer exists, then the affected employee will be reclassified in accordance with the provisions outlined in Article 11.04.
- 10.24** In the Maintenance Departments, any employee entering the Maintenance Line of Progression after July 1, 1979, who does not progress in the progression after two attempts at any level up to the Journeyman level, may be disqualified. Such employee shall be returned to his last held classification, providing the position continues to exist before entering the maintenance progression system following consultation with the Union.

TRANSFERS OUT OF THE DEPARTMENT

- 10.25** The Company may with the consent of the **Union** temporarily transfer an employee possessing special abilities to another department for a period not to exceed six months. Such employee shall retain his Departmental Seniority in his regular department. The Union shall be notified in writing of such transfer a minimum of five (5) days in advance of the transfer.

TRANSFERS OUT OF THE BARGAINING UNIT

- 10.26** Employees transferred from hourly-rated jobs to temporary jobs outside the Bargaining Unit shall continue to accumulate seniority. The Union will be notified prior to the transfer, in writing, if such transfer will exceed two weeks in duration. Such transferred employees will not be allowed to perform bargaining unit work except as per Article 3.04. First consideration will be given to employees who intend to pursue a permanent job outside the bargaining unit.
- 10.27** An employee transferred from an hourly-rated job to a permanent job outside the Bargaining Unit shall retain all seniority held at the time of the transfer and will reactivate such seniority if he returns to the Bargaining Unit within a three (3) month period following such transfer. In the event the transfer is for more than three (3) months, the employee shall lose all retained seniority.

ARTICLE 11 - LAYOFF AND REDUCTION AND RESTORATION OF THE WORKFORCE

NOTICE OF LAYOFF

- 11.01 (a)** Subject to the **Saskatchewan Employment Act**, in any reduction of the workforce for a period in excess of six consecutive days, the Company will give employees so affected at least seven days notice prior to their layoff. In lieu of the notice, the Company may elect to pay equivalent wages exclusive of overtime to the employee laid off.
- (b)** **In the event of a permanent reduction of 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.**

11.02 In any reduction of work forces expected to last for a period not longer than seven days, the Company will give employees thus affected twenty-four hours notice.

REDUCTION OF WORKFORCE

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

- one weeks notice if the employee's period of employment is less than three years;
- three weeks notice if the employee's period of employment is three years or more but less than five years;
- five weeks notice if the employee's period of employment is five or more years.

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

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

11.04 When the Company deems it necessary to reduce the working force for a layoff expected to last in excess of six days, the following procedure shall be followed:

- a) Employees who have not yet established General Seniority shall first be laid off, then employees with the least General Seniority shall be laid off until the necessary reduction is effected.
- b) The Company will not be required to retain an employee because of his General Seniority unless such an 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.
- c) Within each department affected by the reduction, employees in the job classifications abolished or reduced shall be reclassified within the department on the basis of qualifications and General Seniority.
- d) When there are vacancies existing in departments due to layoff of employees by General Seniority, employees who have been unable to remain in their respective departments shall be assigned to fill the existing vacancies on the basis of qualifications and General Seniority.
- e) Any employee who accepts layoff in lieu of a transfer to another department or is laid off on the basis of General Seniority shall continue to accumulate General Seniority and shall be eligible for recall to work for a period not exceeding twenty-four (24) months after which the layoff shall be deemed to be permanent and his employment terminated.
- f) The laid off employee shall leave his address with the Company and shall notify the Company of any change of address.
- g) The reasonable trial or training period as referred to in Article 9.02, does not apply in the case of layoff and recall and restoration of the workforce, except for permanent reductions in the workforce, or layoff in excess of six (6) months, as outlined below. For other than permanent reductions in the workforce or layoff in excess of six (6) months, a senior employee will be

entitled to a three-day familiarization period in one of the existing vacancies. It is understood the Company may refuse to grant three-day familiarization period if it can demonstrate that the employee could not meet the requirements of the job even if a three-day familiarization period were granted. An employee who fails to meet the requirements of the job during the three-day familiarization period in a job at bid level or above will be eligible to displace a junior employee in a position below bid level who filled the vacancy as per 11.04(d) on the basis of General Seniority. The three-day familiarization period will be three normal work days for the individual based on the weekly work schedule in effect for the classification in which the period of familiarization is being offered whether it be on the 8, 10 or 12-hour schedules.

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 11.04 (d) at the time of the reduction, will be allowed a reasonable trial or training period not exceeding thirty (30) working days in one of these vacancies for which they are eligible based on General 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 bid level on the basis of General 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 thirty (30) day trial or training period as outlined above.

RECALL OF THE WORKFORCE

- 11.05** A laid off employee who fails to report for work to the Company's office within ten days after receiving notification of recall by registered mail unless he requests and receives an additional ten days extension during the ten days, shall forfeit his seniority and right to recall. This period will be extended if disability prevents immediate return if the employee notifies the Company of the personal disability within the ten-day period.
- 11.06** If at the time of the layoff the Company gives an employee a definite date upon which he is to return to work, notification will not be necessary and failure to return upon the designated date shall constitute a voluntary termination of employment as of the date of layoff.

PHYSICAL EXAMINATION

- 11.07** When an employee is laid off the Company may require that he be examined by the Company physician to determine his physical condition and upon recall shall be re-examined by the physician. If the layoff has continued for thirty days or more or if he has been involved in an accident during the layoff, he shall be eligible to return to work if he is physically capable of performing the work for which he is recalled. The physician's fee will be paid by the Company.
- 11.08** A copy of the physician's verification of the employee's fitness to return to work shall be furnished to the Company, the Union and the employee involved.

LAYOFF DUE TO TECHNOLOGICAL CHANGE

- 11.09** An employee with five or more years of General Seniority who is laid off as a result of technological change, as defined by the Saskatchewan Employment Act, or permanent property closure, shall receive a severance payment of one week's pay (40 hours) at the employee's base wage at the time

of layoff, for each complete year of accumulated service prior to this layoff, up to a maximum of thirteen weeks' 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 weeks), he shall repay a prorated amount of the severance payment based upon the date of recall. Subject to the mutual written agreement between the Company and the Union, employees subject to layoff because of technological change, will be entitled to retrain in other job assignments within the scope of this Agreement. 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 effect one or more employees.

EMERGENCY SHUTDOWN

- 11.10** In the event of an emergency shutdown (seven days or less), selection of employees to be retained and scheduling of work will be done by the Company in consultation with the Union in the manner best judged to expedite the work and return to operation as early as possible.
- 11.11** Selection of employees in such circumstances will be made in a fair and equitable manner. Senior qualified employees shall be given full consideration.
- 11.12** Whenever possible, the Union will be advised in writing in advance of the shutdown.

BASIS OF RECALL

- 11.13 (a)** Employees will be recalled from layoff on the basis of their General Seniority and ability to perform the work for which they are being recalled.
- (b)** An employee who lost his job assignment due to a reduction of the workforce or layoff will be required to return to that job assignment when it next becomes vacant on the basis of General Seniority, unless he has since been awarded a posted job, or has been displaced for more than 24 months; however, when a vacancy occurs in a Department, preference to fill the vacancy will be given to a qualified employee with more General Seniority who was displaced from his job for 24 months or less due to a layoff or reduction of the workforce, until there is a vacancy in his former job assignment.
- (c)** The Company will not be required to post such vacancies until all eligible employees have been returned to their former job assignments.
- (d)** Where a laid-off employee is recalled to work on a temporary basis with less than twenty four (24) 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.

MAINTENANCE OF RATE

- 11.14 (a)** An employee who is demoted due to a reduction in the workforce will maintain his base rate of pay for a maximum of twelve calendar months from the original date of demotion providing he has three years of service in the classification he was demoted from.
- (b)** An employee who is laid off due to a reduction in the workforce and is subsequently recalled into a lower paying classification within twelve calendar months from the original date of layoff, will maintain the base rate of pay he had at the time of layoff for the remainder of the

twelve calendar month period providing he has three years of service in the classification he was laid off from.

- (c) An employee who is demoted due to a technological change as outlined in Article 11.09, will maintain his base rate for a maximum of eighteen 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.

ARTICLE 12 - GRIEVANCE PROCEDURE

PURPOSE

- 12.01** The purpose of this Article is to establish procedures for discussion, processing and settlement of grievances as quickly as possible.

GRIEVANCE

- 12.02** A grievance is any controversy, complaint, misunderstanding or dispute arising, as to the meaning, application or observance of any of the provisions of this Agreement.
- 12.03** In the event a question arises as to the arbitrability of any matter, the question of arbitrability may be submitted to arbitration as provided in this Article.

UNION REPRESENTATION

- 12.04** The Union may select and the Company will recognize a duly authorized representative to negotiate during working hours for the settlement of disputes and grievances of employees covered by this Agreement.
- 12.05** A Steward is an employee of the Company designated by the Union to handle grievances originating within his shift, group or department.
- 12.06** No Steward shall leave his regular duties until permission has been given by his Supervisor. Permission will not be unreasonably withheld. The Steward will be allowed a reasonable amount of time to investigate grievances.
- 12.07** The Company shall not make any deductions from wages of the duly authorized representative of the Union in respect to the time actually spent in negotiating for the settlement of such disputes and grievances prior to arbitration.

Members of the Grievance Committee or their alternates will not lose pay for time spent at prior hearings and Step III grievance meetings. If the Grievance Committeeman is on his regularly scheduled time off and attends a prior hearing or Step III grievance meeting, he will be paid his base rate for the time actually spent in the prior hearing or grievance meeting and such time spent shall be included as time worked for the purpose of computing any overtime pay.

The Company hereby agrees to give members of the Grievance Committee one hour paid preparation time for Step III Grievance Meetings that involve one or two grievances, or two hours paid preparation time for three or more grievances.

12.08 The Union may select and the Company will recognize upon written notification as to their identity a Grievance Committee of three employees of the Company and the International Representative.

GRIEVANCE PROCEDURE

12.09 To ensure continuity of operations, the discussion and/or negotiations of grievances shall be conducted immediately after the start or concurrent with the end of the shift.

12.10 Employees and/or a Steward shall attempt to settle complaints or disagreements with the employee's Supervisor before processing a written grievance at Step I, if practical.

Step I

- a)** An employee(s) having a grievance shall present it in writing to his (their) Supervisor within **ten (10) days** of the occurrence or the discovery of the grievance. **Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.**
- b)** If the employee(s) so chooses, he may have his Steward present.
- c)** The Supervisor will reply in writing to the grievance within five days from the time the grievance was received.

12.11 Step II

- a)** If the grievance is not settled at Step I, then the grievance shall be submitted in writing to the General Foreman and/or Department Superintendent within seventy-two hours from the time the Foreman's decision is received at Step I.
- b)** The General Foreman and/or Superintendent shall render his decision in writing within seventy-two hours from the time the written grievance is received by him.

12.12 Step III

- a)** If the decision of the General Foreman and/or Department Superintendent is not acceptable to the Union, the written grievance shall be submitted by the Grievance Committee to the General Manager or his appointed representative within seventy-two hours from the time the General Foreman and/or Department Superintendent's decision is received by the Union.
- b)** The General Manager, or his appointed representative, shall meet with the Grievance Committee to a maximum of three Union Grievance Committee members at the meeting and shall discuss the grievance within nine days of the receipt of the grievance by the General Manager.
- c)** The General Manager, or his appointed representative, shall reply to the grievance in writing within nine days of the meeting at Step III.

12.13 If the decision of the General Manager at Step III is not acceptable to the Union, the grievance may be submitted to arbitration upon notification in writing to the Company by the Union within fifteen days from the date the General Manager's decision at Step III was received or should have been received.

12.14 Arbitration is waived on matters not submitted within either fifteen-day period.

TIME PERIODS

12.15 (a) In computing the various time periods in the Grievance and Arbitration Procedures, Saturdays, Sundays and Public Holidays designated in this Agreement, shall not be considered. In addition, in Step I and Step II of the Grievance Procedure the grievant's regular scheduled days off will not be considered in computing the time period.

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

GROUP GRIEVANCES

12.16 (a) Where grievances affect more than one employee in the same way, or affect the interests of the Union as a party to this Agreement, the Grievance Committee or the employees may initiate a written grievance at Step II of the Grievance Procedure within **ten (10)** working days of the occurrence or the discovery of the matter. In the event that two or more employees have grievances which are sufficiently common in nature, they may be dealt with at the same time. **Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.**

(b) The General Foreman and/or Superintendent in regard to a group grievance shall render his decision in writing within five days from the time the written grievance was submitted.

12.17 Failure of the Company to answer a grievance within the time limits of Steps I and II shall automatically advance the grievance to the next step.

ARBITRATION PROCEDURE

12.18 Contingent upon having carried out the steps of the foregoing Grievance Procedure, a grievance may, upon written request by the Union on behalf of an employee or a group of employees, be referred to Arbitration.

12.19 Each grievance submitted to arbitration shall be heard separately. A grievance dealing with a suspension of five (5) days or greater or discharge or probationary termination, at the Union's request, will be brought forward ahead of others, to arbitration on a priority basis.

12.20 Within ten days of the receipt of the notice, the Company and the Union shall select an Arbitrator as outlined below and notify him of his selection.

12.21 The Arbitrator to hear and decide such grievance requiring arbitration shall be selected from the following list:

D. Ish

A. Ponak

B. Bilson

12.22 The Arbitrator shall be selected by rotation in the order listed above. If the Arbitrator so selected is unable to serve within a 120 day period, then the Arbitrator next in the list of names shall be selected.

- 12.23** No member of the panel of Arbitrators may be removed except by mutual consent of the Company and the Union.
- 12.24** If a member of the panel is permanently unable to serve for any reason, the Company and the Union shall mutually agree upon a replacement.
- 12.25** The Arbitrator shall hear evidence relating to the alleged violation or dispute and argument therein by the parties and shall make a written decision on the matter or matters in dispute.
- 12.26** The decision of the Arbitrator shall be final and binding upon the parties but in no event shall the Arbitrator have the power to alter, to modify or to amend this Agreement in any respect. **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.**

ARBITRATION COST

- 12.27** The parties shall bear in equal shares the expenses of the arbitration.

WITNESSES

- 12.28** At any stage of the Grievance or Arbitration Procedures, each party has the right to request the presence of any necessary witnesses.

DISCHARGE AND SUSPENSION

- 12.29** In the event of the discharge or suspension of an employee which is alleged by the Union to be without just cause, the employee or the Union may within **ten (10) days** after the suspension or the discharge forego Steps I and II of the Grievance Procedure and submit a grievance in writing directly to the General Manager or his appointed representative. **Upon request in writing from the Union, the Company will grant an additional five (5) days to a maximum of fifteen (15) days.**
- 12.30** Upon receipt of the written grievance, the General Manager or his appointed representative shall meet with the Grievance Committee within seventy-two hours.
- 12.31** After such meeting, the grievance shall be subject to the same procedure as any grievance at the General Manager's level.
- 12.32** If at the General Manager's level or at arbitration it is found that the discharge or suspension was without just and sufficient cause, the employee will be reinstated. He may be paid the full amount of lost wages, or any part thereof, as the General Manager or Arbitrator may deem just under the circumstances which led to the suspension or discharge, less any wages earned from other employment or unemployment compensation received by him or to be received by him for the period involved.
- 12.33** In the event the Arbitrator decides the penalty is too severe in relation to the offense, taking into account the employee's prior disciplinary record, he shall have the authority to modify the penalty as he may deem just and equitable.

ARTICLE 13 - GENERAL PROVISIONS

LAW AND GOVERNMENT REGULATIONS

13.01 Nothing contained in this Agreement shall interfere with any obligation of the parties hereto to comply with any law, regulation, order or interpretive ruling made or issued by a government agency and found applicable and such compliances shall not constitute a breach of this Agreement. Any of the provisions of this Agreement in conflict with such obligation shall be opened for negotiation to revise them to comply with such law or order and the remainder of this Agreement shall not be affected.

RIGHTS OF PARTIES TO AGREEMENT

13.02 Seniority rights and other rights provided by this Agreement, affecting employees subject hereto, shall supersede any such similar rights and other rights existing prior to this Agreement and the Company will not be liable in any way to an employee for the loss of any such rights which may occur by reason of observance of the terms of this Agreement.

AGREEMENT REVISIONS

13.03 This Agreement shall only be changed by the written consent of the contracting parties or if required by law or other governmental regulations.

AFFIRMATIVE ACTION

13.04 The Company and the Union agree there is a need to redress the under-representation in the workforce of persons of native ancestry, women and the disabled. To this end, the parties further agree to establish a joint committee to study measures to redress such imbalances.

COPIES OF AGREEMENT

13.05 Copies of this Agreement shall be delivered to each employee by the Company within thirty days after date of employment or as soon thereafter as they are available.

13.06 The Union shall encourage each employee to become familiar with this Agreement.

BULLETIN BOARDS

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

ACCESS TO PROPERTY BY UNION REPRESENTATIVES

13.08 A representative of the International Union and/or authorized agent of the Local Union may have access to the Company's property during week days between the hours of 8:00 a.m. and 4:00 p.m. or at other prearranged times, when it is necessary that they actually observe operations about which a specific grievance or dispute has arisen in order to understand the case.

13.09 He shall obtain from the General Manager or his designated representative specific authorization for each visit and his visit shall be conducted in accordance with Company rules regarding plant visitors.

- 13.10** The International Representative and/or authorized agent of the Local Union will not interfere with employees on duty in the performance of their work and if he desires to talk with an employee while on duty, he must receive permission from the employee's Supervisor.
- 13.11** Should an emergency arise making it necessary for the International Representative and/or authorized agent of the Local Union to interview an employee while on duty, such an employee shall be called away from his working area for the purpose of such interview, but only after proper relief has been provided by his immediate Supervisor.

DISABLED EMPLOYEES

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

If an employee is required by the Company to provide further medical information, beyond verification which may be requested in Exhibit 9 – Personal Disability Plans, 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 examination up to a maximum of eight (8) hours at straight time rate and be paid travel allowance. If acquiring such medical information causes a delay beyond eight (8) hours, the employee shall be considered on an unpaid leave of absence or shall continue to receive benefits under any previous plan entitlement if deemed eligible by the plan administrator. If 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.

- 13.13** Promotional opportunities may be limited for the disabled employee depending upon his ability to do the job and the Company will not be required to try the disabled employee in any assignment if there are reasonable grounds for believing he will not be able to satisfactorily or safely perform the job or if there is a possibility that such an assignment may be injurious to his health.
- 13.14** Deterioration of the employee's ability to perform a job may result in his relocation to another more suitable job if available or eventual removal from the active payroll. In the event the employee is relocated to a lower paying job, they shall retain their previous rate of pay for a period of one (1) year from the date of relocation.
- 13.15** The Company will have the right to require the employee to undergo periodic mental or physical examinations to determine the suitability of his remaining on a job or on the active payroll.

ARTICLE 14 - TERM OF AGREEMENT

EFFECTIVE DATE

14.01 This Agreement shall become effective at midnight on the date of ratification and shall continue in full force and effect until and including April 30, 2019 and from year to year thereafter unless written notice is given as provided by Article 14.02 below.

NOTICE TO TERMINATE OR REVISE AGREEMENT

14.02 Either party to a collective bargaining agreement may, not less than thirty days or more than sixty days before the expiring date of the Agreement, give notice in writing to the other party to negotiate a revision of the Agreement and where a notice is given the parties shall forthwith bargain collectively with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.

NEGOTIATING COMMITTEE

14.03 The Company will pay a member of the Union Negotiating Committee (maximum five members) at his base rate for the hours he was regularly scheduled to work, for each day the Committee member meets with the Company to negotiate the Collective Bargaining Agreement. If a work stoppage is in effect, this payment will not apply. Upon request by the Union, the Company will endeavor as is practical and economical, to re-schedule Union Negotiating Committee members to day shift once the bargaining process has begun.

ENTIRE AGREEMENT

14.04 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.

ARTICLE 15 - C.W.S.

15.01 The Cooperative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated June 4, 1981 (herein referred to as "the Manual"), is incorporated into this Agreement as APPENDIX "A", and the appropriate provisions shall apply as set forth in full within this Agreement.

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.

C.W.S. COMMITTEE

15.02 The “C.W.S. Committee” shall consist of three employees appointed by the Union and three persons appointed by the Company. Either party may change its representatives from time to time. Members shall not lose pay (base rate) for time spent on approved committee work.

15.03 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

The level of apprenticeship will be identified as recognized by the Apprenticeship and Trade Certification Branch.

EXHIBIT 1 - STANDARD HOURLY WAGE SCALES

		May 1/14	May 1/15	May 1/16	May 1/17	May 1/18
JC	May 1/13	2.5%	2.75%	2.75%	2.5%	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
Cogen (LOU)	53.197	54.299	55.542	56.819	58.012	59.235

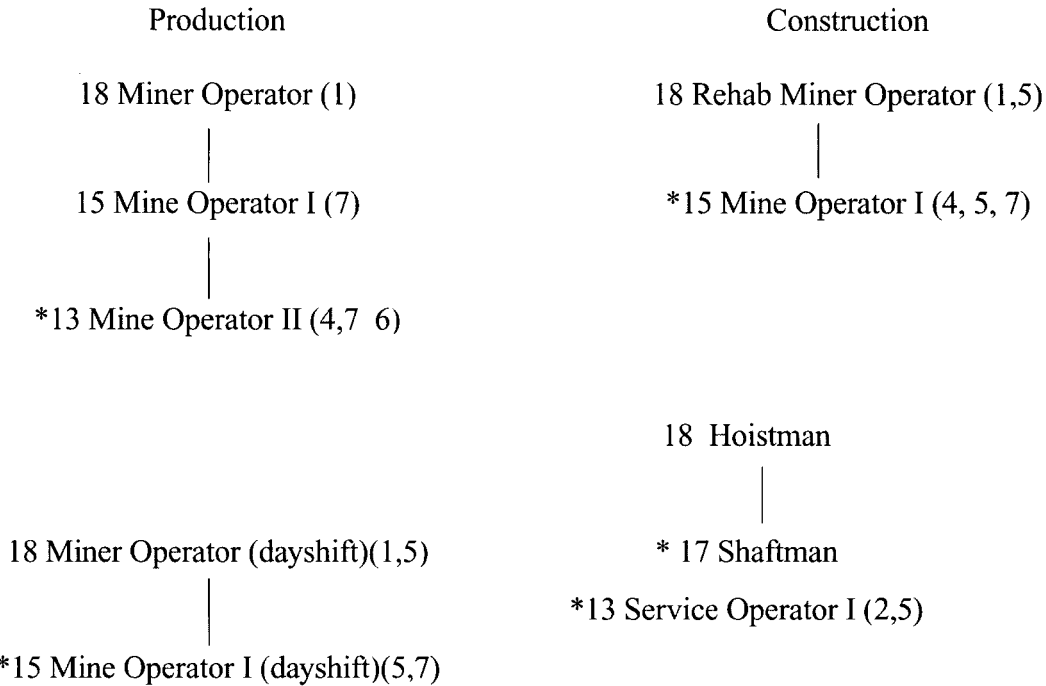
Retroactive to May 1, 2014. All active employees and employees on short-term disability as of date of ratification or employees returning from long-term disability within three (3) months of ratification are eligible for retroactive wage adjustments. Also included are temporary employees who remain permanently 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 1 - FOOTNOTES

- 1) An Underground premium as specified in Article 8.05 will be added to the base rates as appropriate.
- 2) Job Classifications and Assignments are specified in the following exhibits, and pay for the applicable Job Class will be as indicated.
- 3) Licensed Journeyman - those Journeymen holding valid Saskatchewan Licenses and/or Certificates of Journeyman Status in and working in the following assignments:
 - Shift Engineer 1 (1st or 2nd Class Stationary Engineer's Certificate)
 - Electrician
 - High Pressure Welder (all positions)
 - Industrial Mechanic
 - Machinist
 - Gas Fitter
 - Auto Mechanic
 - Heavy Duty Mechanic
 - Welder
 - Pipe Fitter
 - Carpenter
 - Instrumentation
 - Painter/Decorator
 - Plumber

(An employee claiming the Licensed Journeyman rate will be required to present his License and/or Certificate of Journeyman Status for verification of his entitlement to the rate. The effective date of the rate will be the effective date of the Agreement or the day the actual license or certificate is presented if after that date.)
- 4) Licensed Journeyman High Pressure Welders will receive a premium of one dollar (\$1.00) per hour, for each hour they actually perform high pressure welding duties.

EXHIBIT 2 - LINES OF PROGRESSION (MINE OPERATING DEPARTMENT)



**Bid level assignment*

The numbers in brackets () indicate reference to the footnotes.

EXHIBIT 2 – FOOTNOTES

- 1) Following 1500 hours satisfactory performance in the Miner Operator classification, the employee will receive the rate for Job Class 19S, subject to the provisions of Article 10.23. For purposes of Article 15.03, this one job class will be considered a premium and the Miner Operator Job Class will be Job Class 18.
- 2) Temporary vacancies in the Service Operator I assignment will normally be filled in accordance with Article 10.06.
- 3) Permanent Shaftman and Hoistman vacancies which cannot be filled from those assignments will be posted for plant-wide bidding as per Article 10. Temporary vacancies for the Shaftman classification will be filled in accordance with Article 10.06 by first considering Departmental Seniority and qualifications of employees on the Mine Day Crew. Shaftmen will be trained in the Hoistman Classification following the principles of Article 10.04.
- 4) If a Mine Operator II in Production is hired due to an unfilled job posting, the employee will be paid at JC 6 for first 240 hours worked from the date of hiring due to training requirements.
If a Mine Operator I in Construction is hired due to an unfilled job posting, the employee will be paid at JC 6 for the first 240 hours worked from their date of hire due to training requirements.
- 5) Employees classified in the Service Operator I Classification, Construction Crew, the Dayshift Miner Operator Classification or the Dayshift Mine Operator I Classification will be deemed eligible for permanent vacancies in the Mine Operator I or Miner Operator Classification when it next becomes vacant on the basis of Departmental Seniority of all eligible candidates. Training will be in accordance with Article 10.08.

- 6) Operation of the Scooptram, Road A Tiller, Grader, and Water Truck is common to the Mine Operator II classification.
- 7) Mine Operator I's who perform blasting, will be upgraded to Job Class 16 for the time actually spent in blasting operations subject to the provisions of Article 8.28.

EXHIBIT 3 - LINES OF PROGRESSION (MINE MAINTENANCE)

*20T Licensed Journeyman

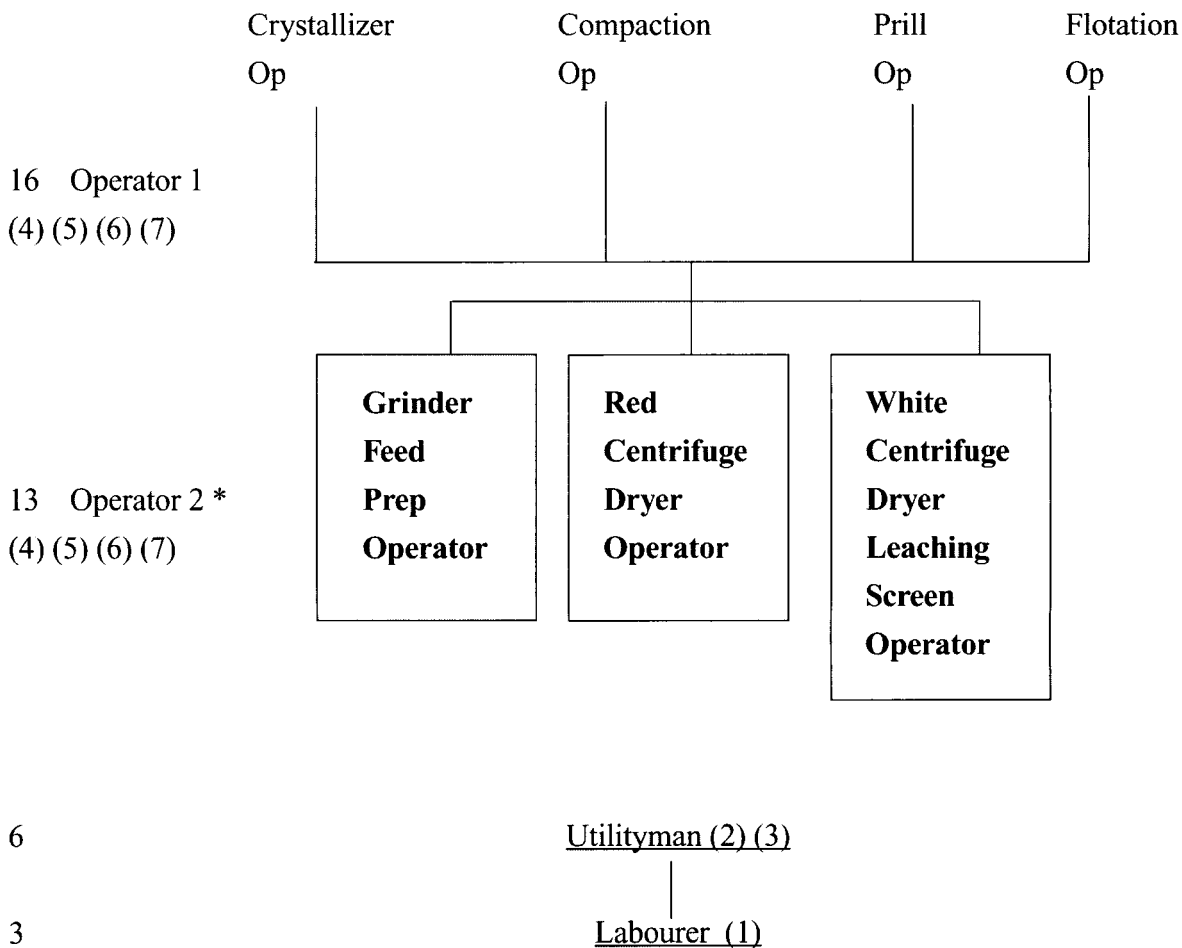
**Bid level assignment*

EXHIBIT 3 - FOOTNOTES

- 1) A Journeyman assigned to his trade and who possesses a valid Saskatchewan and recognized Journeyman License will receive the rate for the Licensed Journeyman Classification as below:
Recognized Journeyman Licenses in the Department are:
 - Electrician
 - Heavy Duty Mechanic
 - Industrial Mechanic
 - High Pressure Welder (all positions)
 - Welder
- 2) In as much as operational requirements permit, any Licensed Journeyman Electrician that is hired for or transferred to the mine will be assigned to the Electrical Shop crew for a maximum of one month and then be assigned to shift work for further familiarization and training.
- 3) When permanent employees are awarded vacancies in maintenance progression, including apprenticeship, their base rate will be adjusted as per Article 15.03.
- 4) A Maintenance employee who is required to miss scheduled work time in order to write the journeyman's examination for his trade, and who passes such examination, and obtains his Licensed Journeyman Status, or tickets, will be paid up to eight hours at his base rate at the time of writing, for the scheduled work time missed.
- 5) Maintenance employees who pass their examinations for licensed status will, upon approval of the Company, be reimbursed for applicable fees and materials used.
- 6) Unlicensed Journeymen who, as of May 1, 2008, were receiving the licensed journeyman rate of pay shall be grandfathered into Job Class 20T

EXHIBIT 4 – LINES OF PROGRESSION (MILL)

Job Class



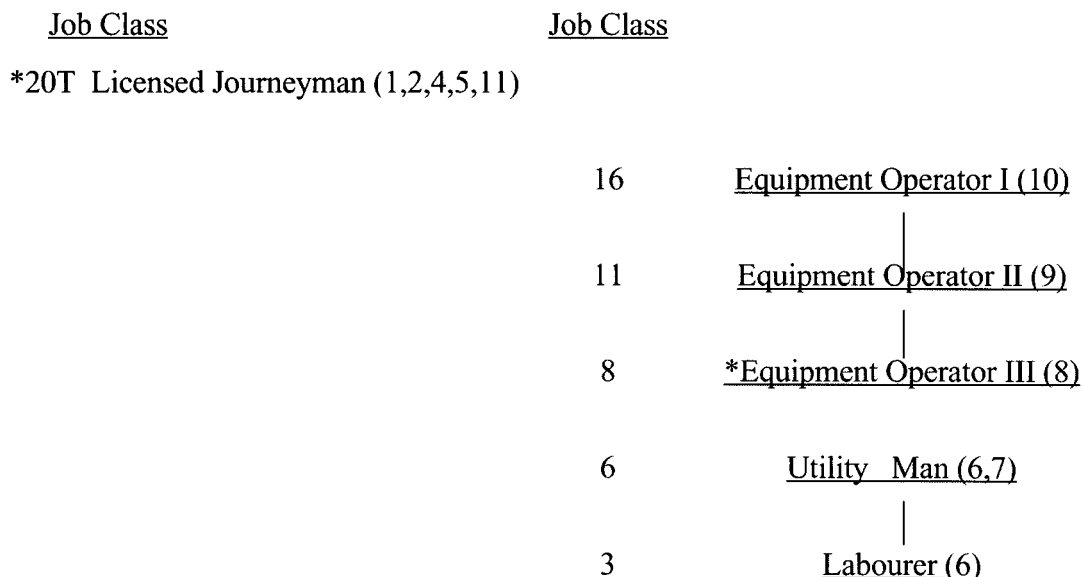
**Bid Level Assignment*

EXHIBIT 4 - FOOTNOTES

1. A Labourer will normally be promoted to the Utilityman classification following 500 hours worked and satisfactory performance in the job.
2. Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utilityman classification and upgrade rates will not apply. Operation of the bobcat for continuous periods in excess of two hours will be eligible for upgrading to Job Class 8 as per Article 8.28.
3. Employees assigned to the Utilityman classification will be trained as Mill Operator 2's in order to provide necessary filling of Operator vacancies as may be required from time to time due to vacation, illness or other short-term absences, such employees will receive Job Class 8 once they are trained and able to replace a Mill Operator 2 for short-term absences.
4. An operator at each of the levels shown above will receive one job class for each additional area qualified in (maximum J.C. 16 at Operator 2 level and up to J.C. 19 at the operator 1 level). J.C. 19s will be for a senior operator who is qualified in all Operator 1 positions.

5. Qualified in the mill will mean the Operator has operated an area without training assistance for a minimum of 1000 hours and his skills have been verified by the company. Operators will be expected to remain current in all areas previously qualified in.
6. You must become an operator through filling of a permanent vacancy (departmental seniority) for your operating time to count towards qualifying time. Filling in for temporary vacancies will not count towards qualifying hours.
7. Verification of skills will involve standardized checklists during the qualification time with monthly feedback in writing. **Verification of skills may include written, verbal or practical demonstration. Employees may choose to verify skills in a verbal or practical method in place of a written response. The goal will be to qualify at the minimum 1000 hrs. operating time.**
8. A JC 16 Mill Op2 will receive an interim \$0.50 premium when performing the Mill Op1 job on a temporary basis.

EXHIBIT 5 – LINES OF PROGRESSION (PLANT MAINTENANCE)



**Bid level assignment*

The numbers in brackets () indicate reference to the footnotes.

EXHIBIT 5 - FOOTNOTES

- 1) A Journeyman assigned to his trade and who possesses a valid Saskatchewan and recognized Journeyman License will receive the rate for the Licensed Journeyman Classification, as below:
- 2) Recognized Journeyman Licenses in the Department are:
 - Electrician
 - Heavy Duty Mechanic
 - Industrial Mechanic

High Pressure Welder (all positions)
Auto Mechanic
Machinist
Gas Fitter
1st and 2nd Class Stationary Engineer Certificate
Welder
Pipe Fitter
Carpenter
Instrumentation
Painter/Decorator
Plumber

3) Shift Engineers:

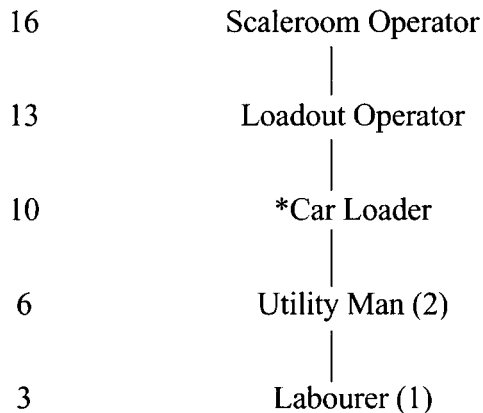
Shift Engineer I - must hold a valid Saskatchewan 1st or 2nd Class Stationary Engineer's Certificate
Shift Engineer II - must hold a valid Saskatchewan 3rd Class Stationary Engineer's Certificate with a 2nd Class Permit from the Department of Labour.

- 4) A Maintenance employee who is required to miss scheduled work time in order to write the Journeyman's examination for his trade, and who passes such examination and obtains his Licensed Journeyman Status, or tickets, will be paid up to eight hours pay at his base rate at the time of writing for the scheduled work time missed.
- 5) Maintenance employees who pass their examinations for licensed status will, upon approval by the Company, be reimbursed for applicable fees and material used.
- 6) A Labourer progresses to the Utility Man Classification following 500 hours worked and satisfactory performance on the job.
- 7) Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utility Man Classification and upgrade rates will not apply unless the employee is assigned to fill a vacancy created by the absence of an Equipment Operator III. Operation of the bobcat for continuous periods in excess of two hours will be eligible for upgrading to Job Class 8, as per Article 8.28. **A Utility Man who is qualified to efficiently operate a hoisting vehicle (mobile cranes only) will receive a new Job Class 8 and will be subject to Article 8.28 for continuous periods in excess of two hours.**
- 8) An Equipment Operator III must be qualified to efficiently operate bobcats, forklifts, trucks, tractors, **telehandlers** and other minor equipment on Surface and be regularly assigned to this equipment for continuous daily periods in excess of two hours. An Equipment Operator III who is qualified to efficiently operate a major unit of equipment in a higher job classification will be eligible for upgrade as per Article 8.28 when he operates such equipment.
- 9) An Equipment Operator II must be qualified to efficiently operate all mobile equipment used on Surface except **crawlers, mobile cranes and graders** and be regularly assigned to this equipment. An Equipment Operator II who is fully qualified to efficiently operate a major unit of equipment in a higher job classification will be eligible for upgrade as per Article 8.28 when he operates such equipment.

- 10) An Equipment Operator I must be qualified to efficiently operate all mobile equipment used on Surface and be regularly assigned to this equipment.
- 11) Unlicensed Journeymen who, as of May 1, 2008, were receiving the licensed journeyman rate of pay shall be grandfathered into Job Class 20T.

EXHIBIT 6 - LINES OF PROGRESSION (LOADOUT)

Job Class



**Bid level assignment*

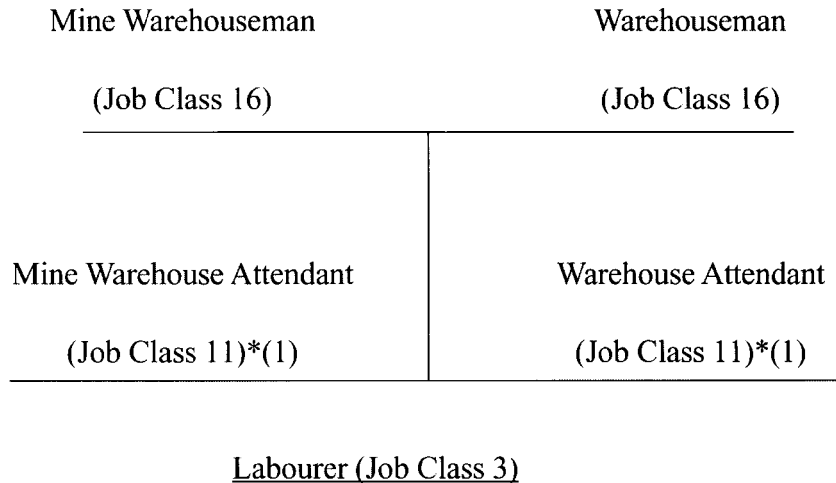
The numbers in brackets () indicate reference to the footnotes.

FOOTNOTES

- 1) Labourer progresses to Utility Man following 500 hours worked and satisfactory performance.
- 2) Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utility Man Classification, and upgrade rates will not apply. Operation of the bobcat for continuous periods in excess of two hours will be eligible for upgrading to Job Class 8 as per Article 8.28.

EXHIBIT 7 – WAREHOUSE AND LABORATORY LINES OF PROGRESSION

7 a) WAREHOUSE



** Bid level assignment*

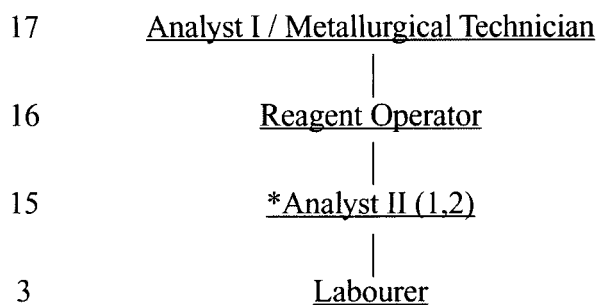
The numbers in brackets () indicate reference to the footnotes.

FOOTNOTE

- 1) Subject to the provisions of article 10.08, entry to the Mine Warehouseman and Warehouseman positions will be at Job Class 11. Following satisfactory performance and 240 hours worked at the rate of Job Class 11, the employee will advance to the full rate of the job.

7 b) LABORATORY

Job Class



** Bid level assignment*

The numbers in brackets () indicate reference to the footnotes.

FOOTNOTES

- 1) An Analyst II or Reagent Operator or Analyst I or Metallurgical Technician must have successfully completed Grade XII Chemistry and Mathematics. A Grade 12 “GED” will meet the Mathematics requirement.

- 2) A successful bidder to Analyst II who is from outside the Line of Progression will train at the rate for Job Class 13 for a period of 240 hours, subject to the provisions of Article 10.08 and 10.23.

EXHIBIT 8 - APPRENTICESHIP PROGRAM

1. The Company and the Union are committed to an Apprenticeship program. Apprenticeship vacancies as determined by the Company shall be filled in accordance with the job posting provisions of Article 10 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 as in 15 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.

2. Apprenticeship vacancies as determined by the Company shall be filled in accordance with the job posting provisions of Article 10 of the Agreement and posted as first year apprenticeships.

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

3. The evaluations will be performed by SIAST – Kelsey Campus or other education consulting service agreed upon by the Company and Union.
4. All employees who take part in the evaluation must sign a release allowing the institution conducting the evaluation to release information to the Company and the Union. The only information to be released to the Company and the Union is whether or not the employee is deemed to have the potential required to successfully complete the Apprenticeship program. This information will only be required at the time an employee is the senior bidder on the apprenticeship posting.
5. All employees who participate in this process will be given a breakdown of their evaluation in a confidential follow-up interview conducted by those responsible for the evaluation.
6. An employee deemed not to have the potential for the Apprenticeship Program will be advised what he/she can do in order to meet the required criteria. Subsequent testing will not be considered unless satisfactory proof is supplied to the Company and the Education Consultant to demonstrate the employee has taken the necessary steps, as identified by the Educational Consultant, to warrant a re-evaluation.
7. The Company plans to offer the Education Consulting Service evaluation on site in advance to senior employees. The Company will endeavor to offer these evaluations on an employee's day shift and they will not lose any paid time. If a qualified bidder is senior on a posted apprenticeship bid, and has not yet been evaluated, the Company will schedule that employee an opportunity to be tested on their own time as soon as possible.
8. The Company will be responsible for the cost of the Education Consulting Service. Other costs,

such as time (outside the scheduled on site testing) and travel costs, will be the responsibility of the employee.

9. 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.
10. Employees who are indentured will enter the program at a level based on their qualifications as determined by the Apprenticeship Branch, Saskatchewan Department of Labour.
- 11
 - a) Subject to (d) and (e) below apprenticed employees, while taking the off site Apprenticeship Training Program will be paid the equivalent of their regular salaries (basic straight time rate with no premium pay) less any training allowance monies received from Government sources.
 - b) Any Government “living away from home” allowance received by the apprentice while on a training course will not be deducted in any calculation made by the Company in order to determine the basis of Company monetary assistance during Apprenticeship training.
 - c) While taking the above training, the employee will be paid return mileage for one complete trip per week with rates as set out in the Corporate Policy less any mileage monies received from Government sources.
 - d) If the employee fails to pass any level of training on the first attempt, 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 exhibit 9) 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.
- 12
 - a) Apprenticeship wages will be as shown in Exhibit 1 and Article 15.03.
 - 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.
 - 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.
- 13 In the event an Apprentice, while on a 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 5.15, 5.18, 5.19, 5.20, 5.21 and 5.22. If the Apprentice is not excused from attendance he shall receive no wage allowance.
- 14 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.

In the event an employee is removed from his apprenticeship, he shall be returned to his previous classification and assignment if it still exists, 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.

- 15 An Apprentice may not bid for other positions while being indentured.
- 16 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 he removed himself.
- 17 When permanent employees are awarded vacancies in maintenance progression, including apprenticeship, their base rate will be adjusted as per Article 15.03.
- 18 The provisions of the Apprenticeship Program will also apply to a Licensed Journeyman who takes additional training to maintain or upgrade his Licensed Journeyman Status providing such training is approved by the Company.

EXHIBIT 9 - SUMMARY OF CORY HOURLY BENEFIT PLANS

The following is a brief summary of the benefit plans. The official policy for each plan states the exact terms and conditions of the plan and will be the governing factor whenever a question arises. The Union shall be notified of any changes or revisions to the plan texts.

The insurance and group benefit plan texts shall not be changed or modified to reduce benefit coverage in any way during the life of this agreement except by negotiation and mutual agreement of both parties. **It is understood that the Company may change benefit carriers so long as the level of benefits is not reduced.**

GROUP LIFE INSURANCE

Eligibility

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

Benefit

- two times annual base earnings payable in the event of death.
- Dependent Life Insurance as follows:
 - Spouse: \$10,000.00
 - Eligible Dependent: \$7,000.00

Cost

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Eligibility

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

Benefit

- two times annual base salary (or portion thereof); coverage on a 24 hour basis.

Cost

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

PERSONAL DISABILITY PLANS

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

A. Paid Disability Leave of Absence

Employees are paid their normal base wage for up to the number of regularly scheduled hours in that day as per their weekly work schedule whether it be 8, 10 or 12 hours for personal disability on the following basis:

Benefit – Full Years of Continuous

<u>Service in the Calendar Year</u>	<u>Paid Hours in that Calendar Year</u>
<u>Less than 1 year</u>	<u>2 hrs for each complete month remaining</u>
1 year	24
2 years	32
3 years	40
4 years	48
5 years	56
6 or more years	64

- these hours are for routine disability and also cover time spent for routine examinations (medical, dental, eye). They may also be used in the case of serious illness of spouse or dependent child.
- a medical certificate or verification may be requested before payment is made.
- unused hours will be accumulated from year to year and must be used to cover the waiting period prior to commencement of Short Term Disability Insurance. (Employees may also use any additional hours accumulated prior to claiming S.T.D. benefits.)

Cost

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

B. Short Term Disability

Eligibility

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

Benefit

- 70% of normal weekly earnings. (Normal weekly earnings equals base hourly rate times the normal hours in the employee’s work week.)
- is fixed at the level of benefits the employee was eligible for at the time of disability.
- medical verification will be required in order to receive this benefit.
- NOTE: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the insurance company which adjudicates the disability claim.

Commences

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

Cost

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

C. Long Term Disability

Refer to Letter of Agreement

Eligibility

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

Benefit

- 70% of normal base monthly earnings (base hourly rate times normal hours worked per month).
- this benefit is offset by any other disability plan you may be entitled to (with the exception of personal, private plans, if any).
- increased amounts only applicable to disabilities commencing after the effective date of the increase.
- NOTE: Any dispute as to the medical eligibility of such benefit entitlement is between the employee and the insurance company which adjudicates the disability claim.

Commences

- after 17 weeks of disability and continues until recovery, death or age 65, whichever occurs first.
- after an employee receives Long Term Disability benefits for 24 months, his medical status will be reviewed and benefit payments can only be continued if the employee is unable to do any work for which he is reasonably qualified by education, experience and/or training.

Cost

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

MEDICAL CARE

Eligibility

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

Benefit

- Medical Services Incorporated
- eligible medical costs as outlined in the contract between MSI, Blue Cross and PCS Inc. Cory Division will be paid at a level of benefits of 80% of allowable expenses.
- the Company's responsibility is to maintain the designated level of benefit coverages, as outlined in the contract between MSI, Blue Cross and PCS Inc., Cory Division as in effect on the date of ratification.

Cost

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

VISION CARE

Eligibility

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

Benefit

- Medical Services Incorporated
- 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). The following items are excluded from coverage: sunglasses, safety glasses, and any form of eyeglasses purchased for cosmetic purposes.
- The combined maximum will be **\$325**.

Cost

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

DENTAL CARE

Eligibility

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

Treatment Plan

- before starting any course of treatment in excess of \$200.00 it is strongly recommended you have your dentist prepare a "treatment plan", a written report describing his recommendations as to the necessary cost and treatment.
- by following this procedure you will know in advance the expenses covered by this plan and the expenses for which you will be responsible.

Benefit

- the plan pays 100% of preventative dental expenses which include:
 - oral examination, including scaling and cleaning of teeth, once every six months
 - topical application of sodium and stannous fluoride
 - dental x-rays
- the plan pays 80% of basic dental expenses which include:
 - extractions and fillings
 - oral surgery
 - anesthetics, in connection with covered dental services
 - periodontal treatment (treatment of the gums)
 - endodontic treatment (root canals)
 - space maintainers
 - injections of antibiotic drugs by the dentist

- crowns (initial placement and repair and recementing)
- repair, recementing or relining of dentures
- initial installation of partial or full removable dentures to replace one or more natural teeth extracted while the family member is covered, and adjustments to such dentures (separate charges for adjustments will only be included if they are incurred more than three months after the initial installation)
- replacement of an existing partial or full removable denture by a new denture, or the addition of teeth to an existing partial removable denture to replace extracted natural teeth, but only if:
 - a) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture was installed and while the family member is covered; or
 - b) the existing denture was installed at least five years prior to its replacement and the existing denture could not be made serviceable; or
 - c) the existing denture is an immediate temporary denture replacing one or more natural teeth extracted while the family member is covered and replacement by a permanent denture is required and takes place within 12 months from the date of installation of the immediate temporary denture.
- the plan pays 50% of the restorative dental expenses which include:
 - gold fillings and initial installation of fixed bridgework to replace one or more natural teeth extracted while the family member is covered;
 - repair or recementing of bridgework;
 - orthodontia, including correction of malocclusion;
 - **dental implants;**
 - replacement of existing fixed bridgework by new bridgework or the addition of teeth to existing bridgework to replace extracted natural teeth, but only if:
 - a) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing bridgework was installed, and while the family member is covered; or
 - b) the existing bridgework was installed at least five years prior to its replacement and that the existing cannot be made serviceable.

NOTE: The maximum benefit paid in any one calendar year for the employee or any one of his/her covered dependents, is **\$1,600.**

RETIREMENT PLAN

Eligibility

- all hourly employees.

Benefit

- **increase pension to sixty-eight dollars and fifty cents (\$68.50) per month per year of service effective May 1, 2014.**
- **increase pension to seventy dollars and fifty cents (\$70.50) per month per year of service effective May 1, 2015.**

- **increase pension to seventy-two dollars (\$72.00) per month per year of service effective May 1, 2016**
- **increase pension to seventy-three dollars and fifty cents (\$73.50) per month per year of service effective May 1, 2017.**
- **increase pension to seventy-five dollars and fifty cents (\$75.50) per month per year of service effective May 1, 2018.**
- anyone retiring between May 1, **2014** and April 30, **2019** will have pension based on **\$75.50** per month per year of pensionable service.
- an employee may retire any time after reaching age 55 if he/she has completed at least 10 years of continuous service. By so doing, the retirement benefit is reduced by ½ of 1% for each month that retirement precedes his/her normal retirement date.
- full vesting after two years of continuous service or when age plus service equals 45 (with the minimum of one year of continuous service or membership in the plan) whichever occurs first.
- an employee may retire without any reduction in his/her retirement benefit when he/she has completed at least 30 years of continuous service and is at least 60 years of age.
- an employee who is at least 55 years of age or older and whose age plus service equal 75 or who is less than 55 years of age and whose age plus service equal 80 may retire with an unreduced retirement benefit if laid off because of lack of work.
- if an employee dies before retirement (while still employed by the Company), the spousal benefit will be a deferred or immediate pension equal in value to the Commuted Value of the retirement benefit, deferred to age 65, accrued by the member to the date of his death.
- if an employee dies before retirement (while still employed by the Company), but after becoming eligible for unreduced early retirement, the spousal benefit will be an immediate pension equal to 100% of the pension that would have been payable to the member, had he retired on the day of his death and elected a joint and survivor 100% pension, if this benefit is greater than the survivor benefit outlined above.
- NOTE: The Company shall fund and administer the Plan and shall make reports to the Union when requested.

Cost

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

SAVINGS PLAN

Eligibility

- all permanent hourly employees

Benefit

- 2.3% of base hourly wage of the employee's regular classification.
- plan credited at the end of each pay period of active employment including short-term disability, vacation, and union leave.
- contributions will be continued for a period not to exceed twelve consecutive months for an employee receiving WCB benefits as long as the employee maintains payment of their LTD premiums.

- investment options are outlined in the plan document.
- the plan provides for additional voluntary contributions.

GENERAL

- 1) Any misuse or abuse of the foregoing benefits may result in the termination of employment.
- 2) The Company will continue to pay the full cost of premiums on the foregoing plans when an employee is receiving Short-Term Disability benefits and the premiums will be paid on the following basis when the employee is:
 - On approved leave of absence (other than disability leave of absence). The Company pays the entire premiums for 30 days from the date the leave commenced, and the employee pays the entire premiums for the duration of his leave (maximum of 11 months). By mutual agreement, between the Company and the employee, benefits (excluding pension) may be extended beyond one year.
 - Sick days are “frozen” as of the date the leave commences, and the entitlement for the year will be prorated based on months of actual service during such year.
 - Pensionable service is accumulated (up to a one year maximum) while on Union Office Leave of Absence.
 - Receiving Long Term Disability benefits: The Long Term and Group Life premiums are waived and the coverage will remain at the level which was in effect on the date the employee last worked. The employee may pay the cost of premiums for all other benefits.
 - On Maternity Leave: The employee may pay the cost of all benefit premiums.
- 3) All benefits cease at the end of the month in which the employee’s employment with the Company terminates (voluntary termination or discharge).
- 4) In the case of layoff, **Medical, Dental, Vision, Life Insurance and Savings Plan** contributions, will continue for **four months from the date** that the employee was laid off.
- 5) An employee who is leaving the Company’s employ may convert his/her Group Life and/or Long Term Disability Insurance to his/her personal policy by directly contacting a representative or the insurance company within 31 days of his/her termination, and may convert his/her Accidental Death and Dismemberment Insurance to his/her personal policy by directly contacting a representative of the insurance company within 90 days of his/her termination.

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.

EXHIBIT 10 - MISCELLANEOUS

- 1) Subject to Article 6.10, for Christmas, Boxing and New Year’s Day, the Company will poll the employees involved to determine the numbers that are willing to work. Where practical, other employees will be utilized and crews reduced in order to accommodate those who do not wish to work on those days.
- 2) Recognizing that absentee problems could cause cancellation of the 10-hour or 12-hour compressed workweek schedules, the Union and employees agree to establish a voluntary callboard system for replacing absent employees should the situation warrant such action. Employees will indicate whether

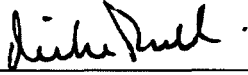
they are available to be on call during their days off by listing their names and phone numbers on the callboard. An employee who indicates that he is available for call-outs and who fails to report for such call-out work will be considered to be on an unexcused absence. It is also agreed that should the callboard system prove to be unsuccessful in that no employees are available for call outs the affected compressed workweek schedule will be cancelled given seven days notice from the Company.

- 3) As far as is reasonably practicable, employees scheduled on the 10-hour and 12-hour work schedules will schedule medical, dental and business appointments to coincide with their regular days off. This will also apply to medicals required by the Company.
- 4) It is also agreed and understood that excessive overtime costs incurred by the Company will be just cause for cancellation of the compressed work week schedules.
- 5) It is further agreed that the 10-hour and 12-hour day compressed workweek schedules should provide benefits for the Company and the employees. At the same time it also recognized that the Ten-Hour Day or Twelve-Hour Day should not increase costs or be used by employees to gain financially.
- 6) It is also agreed that the various modifications to relevant articles within this collective agreement for the purpose of accommodating the 10-hour or 12-hour day compressed work week schedules are subject to modification or amendment should the parties recognize that some of the changes are not desirable and should be modified or dropped and that other clauses may require modification.
- 7) The Company, Employees and the Union agree to cooperate fully in the successful implementation and operation of the compressed workweek schedules. However, the parties also agree that either the Company or the Union may terminate the compressed work week schedules within seven days notice if it is believed to be unsatisfactory to either party.
- 8) The parties further understand that the Company reserves the right to schedule all of its employees on an eight-hour day schedule whenever it is deemed that an emergency exists.
- 9) For employees on twelve-hour shifts, the traditional lunch and/or coffee breaks will be substituted and three breaks of 20-minutes each will be permitted at approximately three-hour intervals. These may be deferred or rescheduled in order to comply with emergency or urgent operational needs.

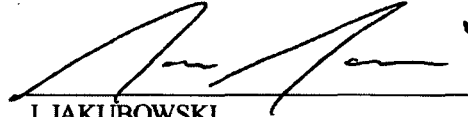
Signed this 30th day of March, 2017

UNITED STEELWORKERS AND
ITS LOCAL 7458

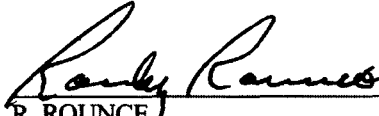
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



J. JAKUBOWSKI
DIRECTOR, EMPLOYEE & INDUSTRIAL RELATIONS



R. ROUNCE
PRESIDENT, LOCAL 7458



T. BERG
GENERAL MANAGER



D. DZIADYK
REPRESENTATIVE MINE MAINTENANCE



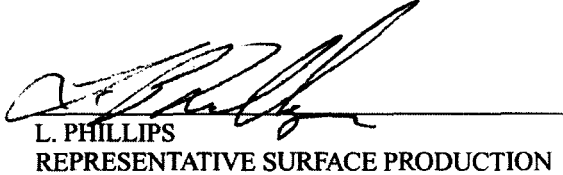
K. BRITTON
HUMAN RESOURCES SUPERINTENDENT



D. MANTYKA
REPRESENTATIVE MINE PRODUCTION




L. BOEHM
MINE GENERAL SUPERINTENDENT



L. PHILLIPS
REPRESENTATIVE SURFACE PRODUCTION



H. KRAL
ADMINISTRATION SUPERINTENDENT



C. LYSITZA
REPRESENTATIVE SURFACE MAINTENANCE



C. LITZEMBERGER
MILL GENERAL SUPERINTENDENT



S. BANMAN
GRIEVANCE CHAIR



D. HANSON
HUMAN RESOURCES SUPERVISOR

LETTER OF UNDERSTANDING #1

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED

INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

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 plan text

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

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

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

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

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

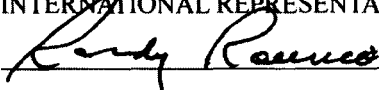
This Agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458




M. PULAK
INTERNATIONAL REPRESENTATIVE

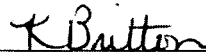


R. ROUNCE
PRESIDENT, LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



T. BERG
GENERAL MANAGER



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #2

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED

INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

RE: COOPERATIVE WAGE STUDY REVIEW

During the life of the collective agreement, the parties shall meet to review the Cooperative Wage Study Classification System and explore the possibility of replacing it with another evaluation tool. Any change in systems requires the agreement of both parties. The CWS will remain in effect until such time as a replacement tool is agreed upon.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

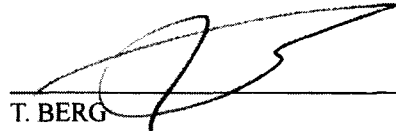
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

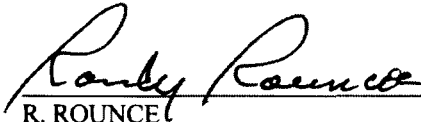
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #3

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: LAYOFF NOTICE

This Agreement supercedes the provisions of Article 11.03 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) weeks notice;
2. If the shutdown is for a period of two (2) weeks, or more than one (1) week – two (2) weeks notice;
3. If the shutdown is for a period of three (3) weeks, or more than two (2) weeks – three (3) weeks notice;
4. If the shutdown is for a period of four (4) weeks, or more than three (3) weeks – four (4) weeks; notice;
5. If the shutdown is for a period of four (4) weeks but less than sixty (60) days – four (4) weeks notice.

The Vacation Maintenance Shutdown which may be designated as per Article 6.05 (c) 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 of greater than sixty (60) days 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.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

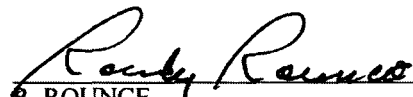
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #4

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

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.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

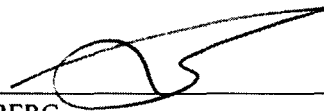
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #5

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

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:

Date of ratification


1. May 1, 2015
2. May 1, 2016
3. May 1, 2017
4. May 1, 2018

This agreement will expire on April 30, 2019, or until a new agreement is signed.

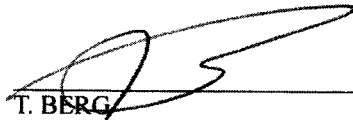
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UNITED STEELWORKERS AND ITS
LOCAL 7458

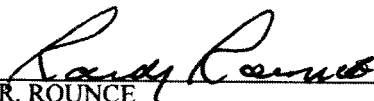
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #6

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED

INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

RE: TEMPORARY SUPERVISORS – OVERTIME HOURS

The parties hereby agree that overtime hours are to be allocated to hourly employees serving in the capacity of temporary supervisors in the following manner:

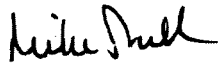
1. Temporary Supervisors will be credited with a refusal when it is their turn to work overtime: and
2. While acting as a temporary supervisor and working overtime, that time will also be credited to them.

This agreement will expire on April 30, **2019**, or until a new agreement is signed.

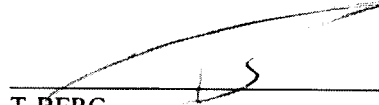
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UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #7

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: UTILIZING EMPLOYEES FOR VACATION/MAINTENANCE SHUTDOWN

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

This agreement will expire on April 30, 2019, or until a new agreement is signed.

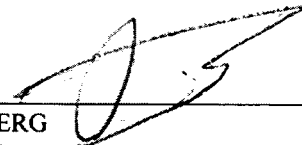
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #8

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: ONE HOUR PAY TO RETIREES

The Company hereby agrees to deduct one (1) hour pay (at each individual employee's base rate) from the wages of permanent, active employees in the Bargaining Unit and will remit same to the Union each time an employee in the Bargaining Unit retires. The deduction will be taken in the first pay period of the month preceding the month of retirement. The sum of money deducted will be presented to the retiring employee.

Employee deductions are voluntary and may be cancelled at any time by providing two (2) weeks written notice of such cancellation to Accounting. Cancellations are irrevocable.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #9

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED

INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

RE: GRANDFATHERING TRADES

This parties hereby agree that active employees who achieve 25 years of trade time at PCS Inc., Cory Division within the life of this agreement will receive Job Class 20T wage rate for the classification effective the date of ratification.

This agreement will expire on April 30, **2019**, or until a new agreement is signed.

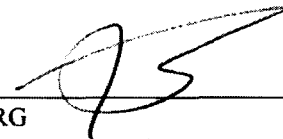
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UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #10

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED

INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

RE: SUPERVISORS WORKING

This will confirm that the Company will discourage all supervisors from performing work normally done by bargaining unit employees as per Article 3.04 of the CBA. This letter is to reaffirm that under the terms of the Collective Agreement, Supervisors are not permitted to perform any work normally done by bargaining unit employees. As such, the Company will not tolerate violations of this Article. The company will review this commitment with each Supervisor and provide the Union with confirmation.

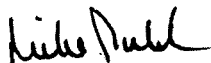
In the case where there is a complaint of a supervisor performing hourly work, the Company and the Union shall meet to discuss the issue in an effort to determine if a violation of Article 3.04 has occurred. Where it is determined that a violation has occurred, the parties will explore solutions to assist in actively discouraging a supervisor from performing work of the bargaining unit that violates Article 3.04.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

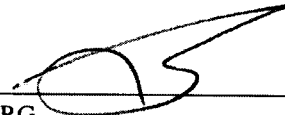
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

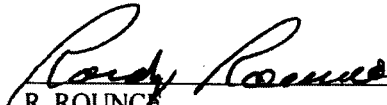
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



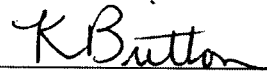
M. PULAK
INTERNATIONAL REPRESENTATIVE



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GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #11

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: CONTRACTING OUT COMMITTEE

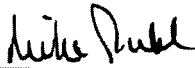
At the Contracting Out Committee meetings as per Article 3.05, the parties will engage in meaningful discussions in an effort to reduce the reliance on contracted out work and to improve communication and develop a better understanding of ongoing operations and services being contracted out. The meeting will include discussion of the labour component of relevant major Repair and Maintenance and Capital projects planned in an effort to determine the feasibility of employees undertaking this work.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

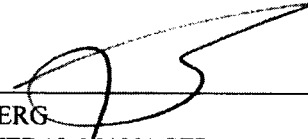
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UNITED STEELWORKERS AND ITS
LOCAL 7458

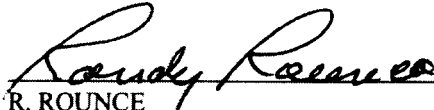
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #12

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: COGEN OPERATOR SCHEDULE

Employees assigned to work the Cogen operator schedule shall work a schedule for the purpose of making an average workweek of 42 hours over a four-week period. The four-week period covers two weeks scheduled at 48 hours and two weeks scheduled at 36 hours.

Overtime will be paid as follows:

- (a) In a week of 48 scheduled hours: 4 hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.
- (b) Two (2) times the employee's hourly rate for hours worked in excess of the scheduled 48-hour or the 36-hour workweek.
- (c) Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one day.

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

This agreement may be cancelled by either party with 30 days written notice.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

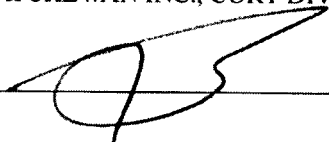


M. PULAK
INTERNATIONAL REPRESENTATIVE



R. ROUNCE
PRESIDENT, LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



T. BERG
GENERAL MANAGER



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

Exhibit "A" – Co-Gen

CREW	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N					D	D
2				D	D	N	N
3		N	N	N	N		
4	D	D	D				
CREW	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	D	D	D				
2	N					D	D
3				D	D	N	N
4		N	N	N	N		
CREW	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1		N	N	N	N		
2	D	D	D				
3	N					D	D
4				D	D	N	N
CREW	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1				D	D	N	N
2		N	N	N	N		
3	D	D	D				
4	N					D	D

LETTER OF UNDERSTANDING #13

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: MINE PRODUCTION SCHEDULE

The parties hereby agree that, effective **October 8, 2015**, employees in the Mine Production Department and the Mine Maintenance **Tradespersons assigned to Mine Production schedules** will be scheduled to work the schedule attached hereto as Exhibit 'A'.

Employees assigned to work the Mine Production schedule shall work a schedule for the purpose of making an average workweek of **40** hours over a **six-week** period.

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

For employees working this schedule, the workweek shall be the week commencing at 7:30 a.m. on Sunday and ending at 7:30 a.m. on the immediately following Sunday.

This agreement may be cancelled by either party with 30 days notice and will supersede Article 7.04(c) of the current Collective Agreement.

This agreement will expire on April 30, **2019**, or until a new agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

WEEKS 1-3

CREWS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Crew		D	D	D							D	D	N	N	N						
B Crew	D	N	N						D	D	N	N				D	D	D			
E Crew	N							N	N	N			D	D	D	N	N				

WEEKS 4-6

CREWS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Crew	N	N	N			D	D	D	N	N						D	D	N	N		
B Crew				D	D	N	N	N							N	N	N			D	D
E Crew		D	D	N	N				D	D	D							D	D	N	N

D = 7:30AM – 7:30PM

N = 7:30PM – 7:30AM

LETTER OF UNDERSTANDING #14

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: MILL OPERATIONS, LOADOUT AND ANALYST II'S IN LABORATORY SCHEDULE

The parties hereby agree that, effective **October 8, 2015**, employees in the Loadout Department will be scheduled to work Dayshift Monday – Friday 7:00 a.m. to 3:00 p.m. and Afternoon Shift 2:00 p.m. to 12 a.m. as per Exhibit 'B'.

The parties also hereby agree that, effective **October 8, 2015**, employees in the Mill Operations, and Laboratory Department will be scheduled to work the schedule attached hereto as Exhibit 'A'. It is also agreed that if the Company designates a truck loading season, and the Company requires twenty four hour loading during the designated truck loading season, the Loadout Department will be scheduled to work the schedule attached hereto as Exhibit 'A'.

Employees assigned to work the Exhibit 'A' schedule shall work a schedule for the purpose of making an average workweek of 42 hours over a four-week period. The four-week period covers two weeks scheduled at 48 hours and two weeks scheduled at 36 hours.

Overtime will be paid as follows:

In a week of 48 scheduled hours: 4 hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.

Two (2) times the employee's hourly rate for hours worked in excess of the scheduled 48-hour or the 36-hour workweek.

Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one day.

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

The day shift start time will be 7:00 a.m. and conclude at 7:00 p.m. The night shift start time will be 7:00 p.m. and conclude at 7:00 a.m.

This agreement may be cancelled by either party with 30 days notice and will supersede Article 7.04(c) of the current Collective Agreement.

This agreement will expire on April 30, **2019**, or until a new agreement is signed.

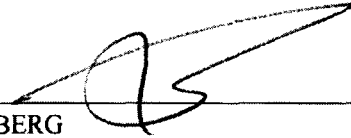
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UNITED STEELWORKERS AND ITS
LOCAL 7458

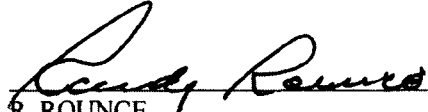
POTASH CORPORATION OF
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PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

Exhibit "A" – Mill Operations, Loadout (during truckloading season if 24 hour loading required) and Analyst II's in the Laboratory Department

CREWS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
GREEN	D	N	N						D	D	N	N*						D	D	N	N	N*					D	D	
BLUE		D	D	N	N*						D	D	N	N	N*					D	D	D	N	N					
RED				D	D	N	N	N*					D	D	D	N	N						D	D	N	N*			
ORANGE	N*					D	D	D	N	N							D	D	N	N*						D	D	N	N

D = 7:00 a.m. to 7:00 p.m. – 12 hours

N = 7:00 p.m. to 7:00 a.m. – 12 hours

N* = 7:00 p.m. to 3:00 a.m. – 8 hours and 3:00 a.m. to 7:00 a.m. – 4 hours scheduled overtime

Exhibit "B" – Loadout Department

CREWS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
CREW #1				D	D	D	D	D	D	D	A							D	D	D	D	D	D	D	A			
CREW #2	D	D	D	A							D	D	D	D	D	D	D	A							D	D	D	D

10 HOUR SHIFTS

D = Days (7:00am – 5:00pm)

A = (2:00 pm – 12:00am), 3hr overlap

LETTER OF UNDERSTANDING #15

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: CO-GEN OPERATOR WAGES

The parties to the PCS/United Steelworkers Local 7458 Collective Bargaining Agreement (CBA) agree that special market considerations exist which affect the Corporation's ability to recruit and retain Co-Gen Operators (2nd Class ticketed).

In recognition of this the parties agree to adjust Co-Gen Operator wages via a "Market Adjustment" which recognizes market demand and influences. The "Market Adjustment" will be implemented to reflect a new hourly rate of pay. The term of the agreement will correspond to the term of the current CBA. Employees eligible for the "Market Adjustment" will also be eligible for any collectively bargained wage increase (applied on a percentage basis) with the market Adjustment being an additional \$9.11 per hour added to the new rates as identified below for Job Class 24.

It is agreed by both parties that prevailing market conditions will effect rates of pay during the next round of negotiations and this market adjustment and process falls outside of Co-operative Wage Study (CWS) process as described in Article 15 of the collective bargaining agreement.

Both parties agree that the facility will be staffed whenever possible with 2nd Class Engineers. Any 3rd Class Engineers hired to the site will be hired under the provisions of the CBA, which recognizes that 3rd Class ticketed Engineers will only work at the Co-Gen facility with a 2nd Class permit, to be issued under *The Boiler and Pressure Vessel Act* and that the hourly rate will reflect Job Class 24 (JC24) contained in the CBA. 3rd Class Engineers working with a 2nd Class permit will remain at JC24 until they obtain their full 2nd Class ticket and they will not be eligible for the "Market Adjustment" while working with a 2nd class permit. Job Class 24 rates are:

May 1, 2014 **\$45.189**

May 1, 2015 **\$46.432**

May 1, 2016 **\$47.709**

May 1, 2017 **\$48.902**

May 1, 2018 **\$50.125**

If the Company decides that 3rd Class Engineers are to be hired on site as 3rd Class Engineers, both parties agree that a job description shall be drafted and the CWS process will be invoked to determine Job Class and wage.

Any new-hire hired as a 3rd Class Engineer and permitted to 2nd Class status, who fails to acquire their ~~2nd Class Engineer ticket as per the provisions in their offer letter of employment, will be laid off in~~ accordance with the layoff provisions contained in the collective agreement. The union will receive a copy of the offer letter of employment, if this situation occurs.

Furthermore, the parties agree that final classification as agreed upon through the CWS process for changes to the 2nd Class Co-Gen Operator job after the end of 2006 will alter this level and that both

parties agree to recognize the final results of the CWS review, or submit the issue to arbitration by normal procedures should mutual agreement not be reached. The review will only establish a job classification that will allow the Company to correctly return the 2nd Class Co-Gen Operators to the proper job classification and wage level, only if the market adjustment is no longer required.

The rate of pay for the Co-Gen Operator will be as follows:

Co-Gen Operator
2nd Class Steam Engineers

May 1, 2014 \$54.299

May 1, 2015 \$55.542

May 1, 2016 \$56.819

May 1, 2017 \$58.012

May 1, 2018 \$59.235

This agreement will expire on April 30, **2019**, or until a new collective agreement is signed.

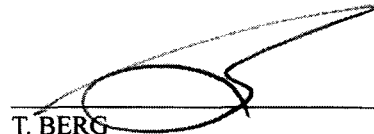
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #16

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: VARYING START TIMES

For employees scheduled to work a 10-hour day schedule, the workday shall be divided into two shifts of ten hours each. Day Shift will begin at 8:00 a.m. and extend through 6:00 p.m. and the Evening Shift will begin at 4:00 p.m. and extend through 2:00 a.m. the following morning. The starting time shall not vary more than one hour and fifteen minutes and shall be limited to those involved in Underground operations. These schedules may be modified by mutual written agreement of the parties.

For employees scheduled to work a 12-hour day schedule, the workday shall be divided into two shifts of twelve hours each. Day Shift on Surface will begin on at 7:00 a.m. and extend through 7:00 p.m., and the Night Shift will begin at 7:00 p.m. and extend through 7:00 a.m. the following morning. Where operationally feasible, employees may relieve early, however no more than fifteen (15) minutes. Day Shift for Underground will begin at 7:30 a.m. and extend through 7:30 p.m., and the Night Shift will begin at 7:30 p.m. and extend through 7:30 a.m. the following morning. The starting time shall not vary more than one hour and fifteen minutes and shall be limited to those involved in Underground operations. These schedules may be modified by mutual written agreement of the parties.

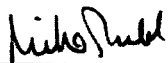
The parties shall utilize the current practice as to the development of the work schedule, recognizing the Company's right to implement variable start times and the individual employee's right to select his/her rotation on the schedule based on departmental seniority when operational needs permit.

This agreement will expire on April 30, 2019, or until a new collective agreement is signed.

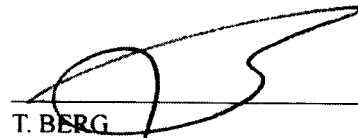
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

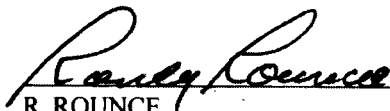
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #17

BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: STD SALARY CONTINUANCE

Where an employee has applied for Short-term disability benefits in accordance with the plan, a maximum of two (2) weeks salary continuance will be paid while the claim is being adjudicated after which no further payments would be made to the employee.

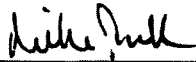
In order to receive salary continuance, the employee must agree to a reasonable repayment plan.

This letter of understanding shall be ended with thirty days notice by either party.

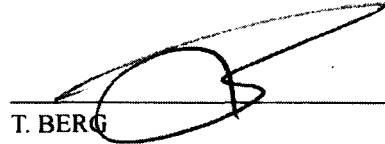
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

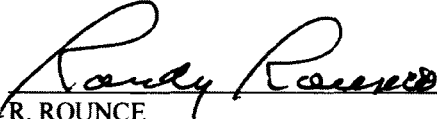
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



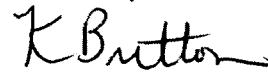
M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #18

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: UNION LEAVE

This letter is to confirm the understanding of the parties that the USW Local 7458 has 624 paid hours per bargaining agreement year, to be used for union business. the use of such time is to be approved through the president of the local, and any time used during work hours is subject of the authorization of the company.

This agreement will expire on April 30, **2019**, or until a new collective agreement is signed.

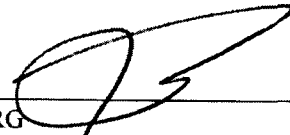
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #19
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: NEGOTIATING COMMITTEE

For the purposes of facilitating effective bargaining the Company and the Union agree to cooperate 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 scheduled days 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.

Wherever the terms of this letter conflict with article 14.03, this letter will supersede that article until a new collective agreement is signed.

This agreement will expire on April 30, 2019, or when a new collective agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #20
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: OVERTIME BANKING

The Company and the Union agree to allow banking of overtime subject to the following:

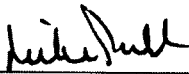
1. All employees shall be eligible to bank overtime worked at any time (including the time an employee is held over or called in early) aside from overtime worked on a dayshift Monday through Friday. Employees required to work overtime as part of their twelve (12) hour schedule shall remain eligible to bank those hours in accordance with article 8.15 c). Employees scheduled on public holidays will remain eligible to bank the eight (8) hours pay in accordance with article 6.11.
2. The combined bank for all banked overtime above shall be forty (40) hours and shall not be replenished. The cap on banking overtime on a public holiday in article 6.11 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.

This agreement will expire on April 30, 2019, or when a new collective agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458


POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION




M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #21
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC.,
CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: JOB SHARING

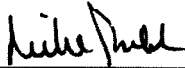
The Company and the Union agree to enter into discussions during the term of the Collective Agreement regarding Job Sharing. It is understood that such discussions are exploratory in nature and may not result in agreement to pursue job sharing.

This agreement will expire on April 30, 2019, or when a new collective agreement is signed.

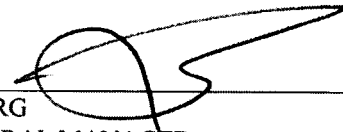
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #22
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: OPTIONAL EMPLOYEE MEDICALS

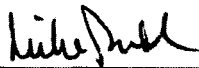
The Company agrees to offer employees not covered under Article 4.14 of the Collective Agreement the option of an on-site, routine medical examination by a qualified physician provided by the Company. Participation is voluntary for employees not covered under Article 4.14 and interested employees shall register in writing to the Company.

It is understood by the Union and the Company that the above program is predicated on the ability of the Company to contract a physician to attend at site. The Company will make all reasonable efforts to execute such contract.

This agreement will expire on April 30, 2019, or when a new collective agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

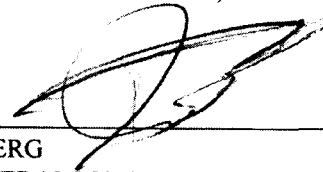


M. PULAK
INTERNATIONAL REPRESENTATIVE



R. ROUNCE
PRESIDENT, LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



T. BERG
GENERAL MANAGER



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #23

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: FILLING OF PERMANENT VACANCIES AFTER PERMANENT DOWNSIZING

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:

- Length of service with PotashCorp
- Qualifications
- Overall performance history (inclusive of, but not limited to, safety, interpersonal and discipline history)

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

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

- i. Recognition of years of continuous service with PotashCorp for the purposes of vacation; and
- ii. Recognition of years of continuous service for the purposes of retirement eligibility; and
- iii. No pre-employment drug and alcohol testing; and
- iv. Employee personnel file will be transferred from their previous PotashCorp Division; and
- 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.

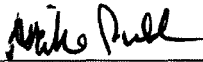
As the employee is a member of a different bargaining unit, it is understood the hiring decision is not grievable.

This agreement will expire on April 30, 2019, or when a new collective agreement is signed.

Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

LETTER OF UNDERSTANDING #24

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS) LOCAL 7458

RE: SENIOR EMPLOYEE ELECTING LAYOFF

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 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.

This agreement will expire on April 30, 2019, or until a new collective agreement is signed.


Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT
SUPERINTENDENT

LETTER OF UNDERSTANDING #25
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: PAY FOR BENEFICIARY

Upon formal request from the President of the Union, the Company agrees to deduct one (1) hour at each individual employee's base rate from the wages of active employees in the Bargaining Unit and will remit same to the Union in the event an employee in the Bargaining Unit dies in a workplace accident. 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 the 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.

This agreement will expire on April 30, 2019, or until a new collective agreement is signed.

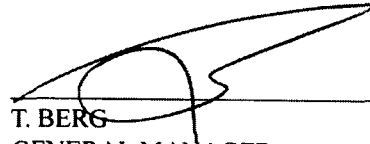
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UNITED STEELWORKERS AND ITS
LOCAL 7458

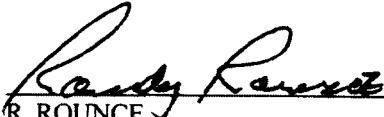
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



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PRESIDENT, LOCAL 7458



K. BRITTON
HUMAN RESOURCES
SUPERINTENDENT

Plan Text For Individual Wage Security Account

Between Potash Corporation of Saskatchewan Inc., Cory Division
and United Steelworkers and its Local 7458

Purpose

The Individual Wage Security Account (the "Account") is designed to assist Employees of the Cory Division of the Corporation who are members of the USW, Local 7458 ("Employees") by allowing them to withdraw a weekly amount from their Accounts during times of layoff. The Plan will also allow the Employee to, in February of each year, withdraw any monies in excess of \$2500.00.

Trustee

- a) A Committee consisting of two representatives selected by PCS Inc., Cory Division and two representatives selected by the Cory Local 7458 (the "Committee") will select an appropriate financial institution to act as Trustee and will negotiate a Trust Agreement with said Trustee.
- b) All contributions to each Employee's Account will be paid to the Trustee. The Trustee will hold such contributions and income earned thereon as a separate trust account for exclusive benefit of each Employee.
- c) The Trustee will invest the funds upon the advice of the committee. Funds in the individual Accounts may be co-mingled with each other and with those under any similar plan or plans, and treated as a consolidated fund (the "Fund") for investment purposes only.
- d) The Trustee shall credit net earnings from such investments to the Employee's Account in proportion to the balance in his account from time to time.
- e) The Trustee, or its duly authorized agent, shall manage and administer the trust. The Trustee shall have the right to use PCS Inc., Cory Division or any of its employees as its agent in consultation with the Committee. In addition to the powers and duties as may be provided in the trust agreement.
- f) As soon as is practicable after January 1st of each year, the Trustee shall furnish each employee with a statement of the balance in his Account as of December 31st of the preceding year.

Contributions

Each active full-time Employee receives a fixed number of hours of paid disability (sick leave) per year. When the unused total amount of such hours has accumulated to twenty four (24) hours, any additional hours will be converted to dollar (\$) value (number of hours X base rate less any applicable deductions) at the end of each year and paid into the Account of each Employee. The Account of each Employee shall accumulate until a minimum of \$2,500.00 is reached. An Employee whose Account is greater than \$2,500.00 may each year during the month of January, elect to either leave the money in the Account with withdraw a cash payment of all accumulated monies in excess of \$2,500.00.

Contributions will be calculated as at December 31st each year and then forwarded to the Trustee following processing of the payroll. No part of the contribution under the Plan or income from such contribution shall be recoverable by PCS Inc., Cory Division.

Cost of Administration

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon by the Committee and the Trustee. All expenses of the Trust, including reasonable legal fees and the compensation of the Trustee, and all taxes of any nature whatsoever including interest and penalties

assessed against or imposed upon the Trust or the fund or the income thereof, shall be paid out of the earnings of the Employees' Accounts and shall constitute a prorata charge upon this Account.

Benefits

- a) An Employee shall be an "eligible Employee" to receive payment from his account for each week he is on layoff, provided that the layoff is for a period of a minimum of seven (7) days in that week, due to his being laid off by PCS Inc., Cory Division. Layoff does not include absences from work for disciplinary reasons, strikes, vacation shutdowns, slowdowns, work stoppages, walkouts, lockouts or any other form of work stoppage owing to a labour dispute, nor does it include any absences from work due to sickness, injury or leave of absence for any other reason.
- b) Requests by eligible Employees for payments from individual Accounts shall be made to the Trustee or the Trustee's duly authorized agent, in writing no later than the last day of layoff, on the form prescribed by the Committee. Each payment shall be in the net amount of \$150.00 for each week of benefit, unless the balance remaining in the Employee's individual Account is less than \$150.00, in which case the entire remaining balance shall be paid out for that week. The benefit of \$150.00 shall constitute one week of supplementary benefit and the benefit shall be paid every second week.
- c) An Employee shall be an "eligible Employee" only if he is a fulltime active Employee on the day prior to the layoff taking place, or is otherwise entitled to receive Unemployment Insurance Benefits (UIC) due to disability insurance expiring during the term of his layoff period.

Final Settlement of Security Accounts

All funds in an Employee's Account shall be paid within three (3) months; a) to the Employee upon retirement, b) to the Employee in the event of his employment being terminated, c) upon the Employee's death, to the beneficiary named in the written designation filed with the Trustee prior to payment or if no such designation is in effect, the Employee's estate. Each employee or his beneficiary may file with the Trustee a written designation in the form prescribed by the Trustee, to receive payment from his Account in the event of his death.

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 addition to the above, the 24 retained hours multiplied by the employee's base rate will be paid.

Deduction

Any contributions to an Employee's account will be net of any deductions such as income tax, CPP, etc., which must be made by reason of any Federal, Provincial, or Municipal law or regulation from pay at source. PCS Inc., Cory Division shall have the right to make such deductions and pay only the balance to the Employee's account.

Cash Payouts

On or before January 20th of each year, each Employee with more than \$2,500.00 in his Account may elect to be paid in cash any amount in excess of \$2,500.00. Payment of such excess will be made in February of each year provided requests are received prior to January 20th of said year.

Miscellaneous

- a) Contributions made to Accounts shall be used in computing regular earnings for vacation pay.


- b) No funds in an Employee's Account shall be subject to any manner to alienation, sale, transfer, assignment, pledge, or encumbrance of any kind and any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable will be void.
- c) Any questions concerning the administration of the Plan shall be settled exclusively by the Committee.
- d) PCS Inc., Cory Division, by payment of its contributions or amounts provided under this Plan, will be relieved of any further liability under this Plan and benefits hereunder shall be paid only from the Employee's Account.
- e) Wherever in this text the masculine is used, it shall be understood to include the female gender.
- f) An Employee shall mean an active fulltime employee of PCS Inc., Cory Division, who would normally be entitled to paid sick days under the terms of the Collective Agreement.
- g) The Corporation shall mean Potash Corporation of Saskatchewan Inc., Cory Division.
- h) The Union shall mean United Steelworkers and its Local 7458.
- i) The Committee shall mean two (2) representatives of PCS Inc., Cory Division and two (2) representatives of the United Steelworkers and its Local 7458.
- j) Individual Committee members are not, with respect to the discharge of their duties hereunder, liable to any person effected by this Agreement except to the extent that they have not exercised the care that a reasonable prudent person would exercise under comparable circumstances.

This agreement will expire on April 30, 2019 or until a new agreement is signed.

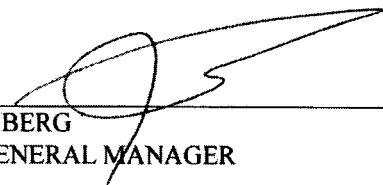
Signed this 30 day of March, 2017.

UNITED STEELWORKERS AND ITS
LOCAL 7458

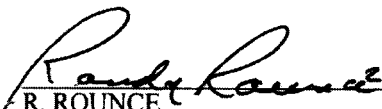
POTASH CORPORATION OF
SASKATCHEWAN INC., CORY DIVISION



M. PULAK
INTERNATIONAL REPRESENTATIVE



T. BERG
GENERAL MANAGER



R. ROUNCE
PRESIDENT, LOCAL 7458



~~T. ROWSELE~~ Kavita Britton
HUMAN RESOURCES
SUPERINTENDENT

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IMPORTANT CONTACT INFORMATION:

Employee and Family Assistance Program
Homewood Human Solutions **1-800-663-1142**

Human Resources **306-657-5221**
 306-657-5105
 306-657-5110

Occupational Health Nurse **306-657-5118**

USW Office **306-657-5339**
 306-657-5340

Great West Life (Dental Life) **1-800-957-9777**

Manulife
(PCS Savings Plan
and Pension Plan) **1-800-242-1704 ext. 302222**

Blue Cross (Health Plan) **306-244-2662**



Patience Lake

Employee & Family Assistance Program

Assisting Employees and their Families

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Marital · Family · Relationships
Anxiety · Depression · Addictions · Stress
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CONTACT US 24/7

1.800.663.1142

Numéro sans frais – en français : 1.866.398.9505

TTY: 1.888.384.1152

International (Call Collect): 604.689.1717

www.homewoodhumansolutions.com

Language translation available during service set-up at in-take.



2016

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Cory

LETTER OF UNDERSTANDING #14

BETWEEN

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

AND

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

(UNITED STEELWORKERS) LOCAL 7458

RE: MILL OPERATIONS

Further to the LOU between PotashCorp Cory Division and USW Local 7458 re: Job Selection Process signed on December 1, 2016, the parties agree that the following LOU supersedes Exhibit #4 (see revised Exhibit attached) in the 2014-2019 CBA between the parties.

The parties also hereby agree that, effective September 3, 2017, employees in Mill Operations will continue to be scheduled to work the schedule outlined in Letter of Understanding #14 in the 2014-2019 CBA with the exception of Mill Day Utility Crew which will be as follows:

- For Mill Day Utility Crew positions, the shift start is 7:00 am to 5:00 pm Tuesday to Friday. Breaks will consist of two – 10 minute coffee breaks and a 20 minute break for lunch.
- Individual schedule transition issues from old schedules to new schedules will be worked out between the Union and the Company. When moved onto a new shift schedule, employees will have the opportunity to revise their holidays to fit the new schedule and previously approved vacation will be honoured.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of December, 2016.

UNITED STEELWORKERS AND ITS LOCAL 7458

POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION

M. PULAK INTERNATIONAL REPRESENTATIVE

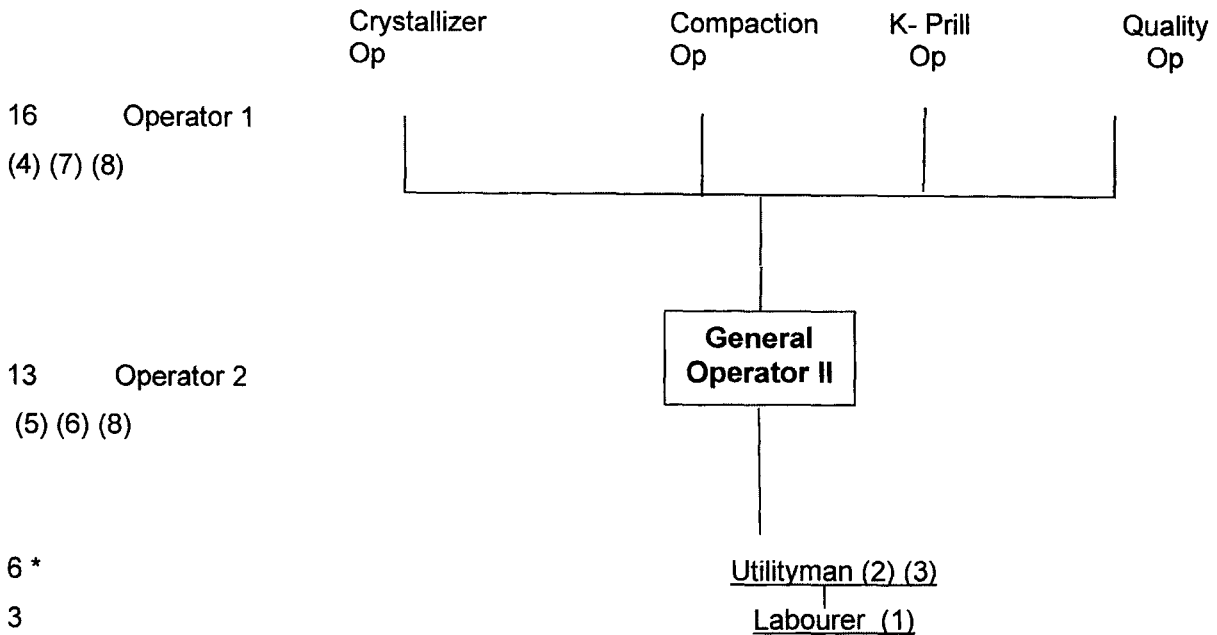
C. LITZENBERGER Mill Operations General Superintendent

R. ROUNCE PRESIDENT, LOCAL 7458

K. BRITTON HUMAN RESOURCES SUPERINTENDENT

EXHIBIT 4 – LINES OF PROGRESSION (MILL)

Job Class



**Bid Level Assignment*

Exhibit 4 - Footnotes

1. A Labourer will normally be promoted to the Utilityman classification following 500 hours worked and satisfactory performance in the job.
2. Occasional operation of trucks, forklifts, tractors and other minor equipment is common to the Utilityman classification and upgrade rates will not apply. Operation of the bobcat for continuous periods in excess of two hours will be eligible for upgrading to Job Class 8 as per Article 8.28.
3. Employees assigned to the Utilityman classification will be trained as Mill Operators in order to provide necessary filling of Operator vacancies as may be required from time to time due to vacation, illness or other short-term absences, such employees will receive Job Class 8 once they are trained and able to replace a Mill Operator for short-term absences.
4. An Operator 1 shown above will receive one job class for each additional area qualified in. JC 19S will be for a senior operator who is qualified in all Operator 1 positions.
5. Operator 2's who are trained in an area will receive JC 14. Those who are moved into this area and have previously qualified at a rate of JC 16 or higher will be grandfathered into this Maximum JC 16 rate.
6. **Upon promotion to an Operator 1 from an Operator 2 position, the Operator 1 will receive JC 16. Within the first 240 hours worked in the Operator 1 position, the Operator 1 will have the opportunity to demonstrate ownership of the role. Ownership competency will be determined by the Company and will include**

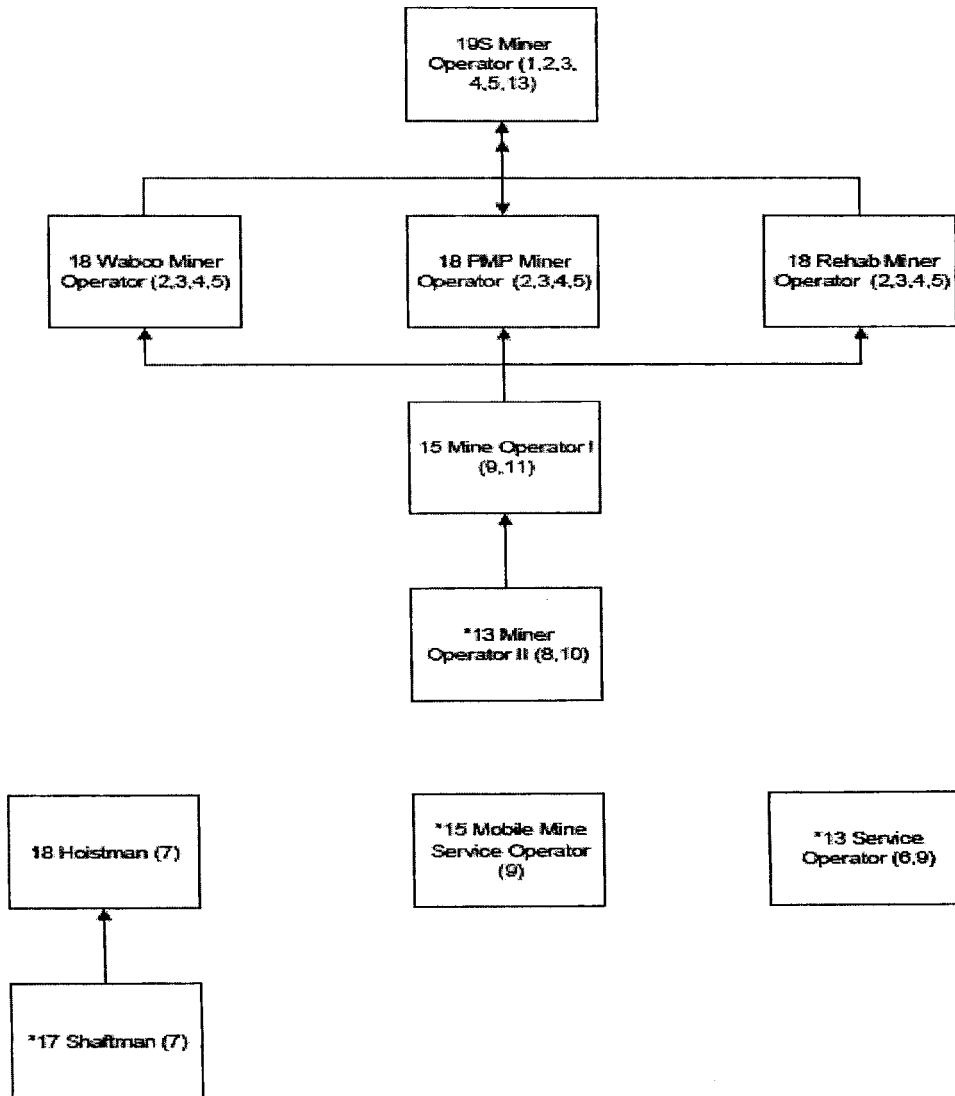
such items as problem-solving, start-up and shut-down efficiencies and maintenance of cleanup area. Upon verification of ownership competency, the Operator 1 will receive an increase to either JC 17, 18, 19 or 19S in accordance with this footnote. For each area the employee has 1500 working hours and had their skills verified as per footnote #8, the employee will receive an increase to a higher Job Class (JC). (For example, an Operator 1 who has had their ownership competency verified and has previously worked 1500 hours in Prills and 1500 hours in Compaction will receive JC 18. An Operator 1 with 1500 hours in all areas will receive JC 19S upon verification of ownership competency.)

7. Qualified in the mill will mean the Operator has operated an area without training assistance for a minimum of 1000 hours and his skills have been verified by the company. Operators will be expected to remain current in all areas previously qualified in.
8. Verification of skills will involve standardized checklists during the qualification time with monthly feedback in writing. **Verification of skills may include written, verbal or practical demonstration. Employees may choose to verify skills in a verbal or practical method in place of a written response.** The goal will be to qualify at the minimum 1000 hrs. operating time. **Operator 2 will also receive regular feedback after each 160 hours.**

LETTER OF AGREEMENT
 BETWEEN
 POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
 AND
 UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
 SERVICE WORKERS INTERNATIONAL UNION
 (UNITED STEELWORKERS) LOCAL 7458

RE: MINE PRODUCTION LINES OF PROGRESSION

EXHIBIT 2 - LINES OF PROGRESSION (MINE OPERATING DEPARTMENT)



**Bid level assignment*

The numbers in brackets () indicate reference to the footnotes.

EXHIBIT 2 – FOOTNOTES

- 1) Following 1500 hours of satisfactory performance and when able to operate all 3 classifications of Miners, the employee will receive the rate for Job Class 19S, subject to the provisions of Article 10.23. For purposes of Article 15.03, this one job class will be considered a premium and the Miner Operator Job Class will be Job Class 18.
- 2) An Operator will be trained and will progress through the Miner Operator classification working towards the 1500 hours of satisfactory performance. The required number of hours for the first classification of miner to be qualified on will be 750 hours on a PM&P Miner. The second classification, will be reduced to 500 hours on a Wabco Miner and then for the third classification the last 250 hours of training will be the operation of Rehab Miners or a combination there of.
- 3) The employee will receive a rate increase from Job Class 18 to 19 when completed training on one classification of miner, and a second increase to Job Class 20 when completed training on a second classification of miner. Progression to 19S once 1500 hours is reached.
- 4) Mine Operators receiving Job Class 19S as of December 8, 2016 shall maintain the 19S job class so long as they remain a Mine Operator. The expectations are that all Miner Operators are trained and are capable operating all three classifications of miners.
- 5) On Draft Day, one Rehab Miner Operator position per crew will be available on the draft. On the basis of seniority, who was classified as a Miner Operator prior to December 8, 2016 may elect to only operate and be trained on a rehab miners without penalty.
- 6) Temporary vacancies in the Service Operator I assignment will normally be filled in accordance with Article 10.06.
- 7) Permanent Shaftman and Hoistman vacancies which cannot be filled from those assignments will be posted for plant-wide bidding as per Article 10. Temporary vacancies for the Shaftman classification will be filled in accordance with Article 10.06 by first considering Departmental Seniority and qualifications of employees on the Mine Day Crew. Shaftmen will be trained in the Hoistman Classification following the principles of Article 10.04.
- 8) If a Mine Operator II in Production is hired due to an unfilled job posting, the employee will be paid at JC 6 for first 240 hours worked from the date of hiring due to training requirements.
- 9) Employees classified in the Service Operator I Classification, or the Mobile Mine Service Operator will be deemed eligible for permanent vacancies in the Mine Operator I or Miner Operator Classification when it next becomes vacant on the basis of Departmental Seniority of all eligible candidates. Training will be in accordance with Article 10.08.
- 10) Operation of the Scooptram, Road A Tiller, Grader, and Water Truck is common to the Mine Operator II classification.

- 11) Mine Operator I's who perform blasting, will be upgraded to Job Class 16 for the time actually spent in blasting operations subject to the provisions of Article 8.28.
- 12) Mine Operations group will perform rope checks on weekends and on Public Holidays at #1 & #2 shafts.
- 13) Any 19S Operator that was in the Miner Operator position as of December 8, 2016 and was displaced or did not secure a position on Draft Day will resume his previous rate of pay upon returning to the Miner Operator position.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

M. Pulak
INTERNATIONAL REPRESENTATIVE

L. Boehm
MINE GENERAL SUPERINTENDENT

R. Rounce
PRESIDENT, LOCAL 7458

K. Britton
HUMAN RESOURCES SUPERINTENDENT

LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MILL LAB SCHEDULES

The parties hereby agree to the following organizational changes effective September 3, 2017 the schedules for Mill Lab department will be as per the attached.

For Analyst I and Analyst II day positions, the shift start time is 7:00 am to 3:00 pm.

For Metallurgical Techs, the shifts are 7:00 am to 5:00 pm. Breaks will consist of two – 10 minute coffee breaks and a 20 minute break for lunch.

For Analyst II positions on shift – 12-hour day and night shifts will align with the Mill Operations schedule commencing at 7:00 am and 7:00 pm (as per Exhibit A of LOU #14 in the CBA). Breaks will be as per Exhibit 10 – Miscellaneous #9 of the CBA.

Individual schedule transition issues from old schedules to new schedules will be worked out between the Union and the company. When moved onto a new shift schedule, employees will have the opportunity to revise their holidays to fit the new schedule and previously approved vacation will be honored.

This agreement may be cancelled by either party with 30 days notice and will supersede article 7.04(b) of the current collective agreement.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

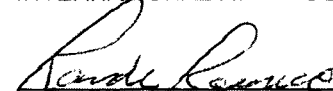
Signed this 7 day of December, 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458


PCS POTASH – CORY

M. Pulak
INTERNATIONAL REPRESENTATIVE

C. Litzenberger
MILL GENERAL SUPERINTENDENT



R. Rounce
PRESIDENT, LOCAL 7458



K. Britton
HUMAN RESOURCES SUPERINTENDENT

Exhibit "A" – Mill Lab Day Schedules

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Analyst I		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
Analyst II		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
Met Tech		D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D		
Met Tech			D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D	

Analyst I, and Analyst II 8 hours 7:00 am – 3:00 pm

Met Tech 10 hour days 7:00 am – 5:00 pm one schedule Monday – Thursday, second schedule Tuesday to Friday.



Cory

LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MOBILE MINE SUPPORT OPERATOR'S SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for the Mobile Mine Support Operator's, they will work a compressed twelve 12-hour day shift that includes 4 hrs of scheduled overtime as per the attached schedule.

Day shift start times will be 7:30 am to 7:30 pm.

Breaks will consist of three – 20-minute breaks.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec., 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

M. Pulak
INTERNATIONAL REPRESENTATIVE

L. Boehm
MINE GENERAL SUPERINTENDENT

R. Rounce
PRESIDENT, LOCAL 7458

K. Britton
HUMAN RESOURCES SUPERINTENDENT



Exhibit "A" – Mobile Mine Support Operator's Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	D	D	D	D								D	D	D	D	D	D	D							D	D	D	D
Crew 2					D	D	D	D	D	D	D								D	D	D	D	D	D				

D = Days (7:30am – 7:30pm)



**LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458**

RE: MINE MAINTENANCE (ELECTRICAL) SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for Mine Maintenance (Electrical) they will work on a 10-hour day shift as per the attached schedule.

Day shift start times will be 6:45 am to 4:45 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

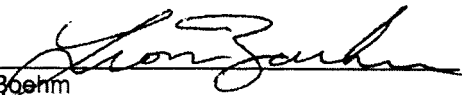
This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

M. Pulak
INTERNATIONAL REPRESENTATIVE



L. Boehm
MINE GENERAL SUPERINTENDENT



R. Rounce
PRESIDENT, LOCAL 7458



K. Britton
HUMAN RESOURCES SUPERINTENDENT



Exhibit "A" – Mine Maintenance (Electrical) Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew G			D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D	

D = Days (6:45am – 4:45pm)



LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MINE MAINTENANCE SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for Mine Maintenance (Industrial Mechanic, Welder, Electrician and HD Mechanic) they will work a 3-crew, 10-hour rotation as per the attached schedule.

Day shift start times will be 6:45 am to 4:45 pm and afternoon shifts will be 3:30 pm to 1:30 am.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

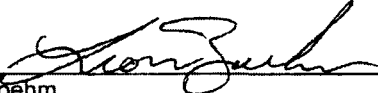
This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

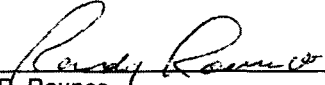
UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

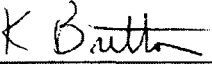
M. Pulak
INTERNATIONAL REPRESENTATIVE



L. Boehm
MINE GENERAL SUPERINTENDENT



R. Rounce
PRESIDENT, LOCAL 7458



K. Britton
HUMAN RESOURCES SUPERINTENDENT



Exhibit "A" – Mine Maintenance Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
Crew D		A	A	A	A					D	D	D	D	D	D	D	D						D	D	D	D	D	D	D	D	A	A								
Crew L	D	D	D						D	D	D	D	D					D	D	D	D	D	A	A										D	D	D	D	D		
Crew M				D	D	D	D	D	A	A						A	A	A	A					D	D	D	D	D	D	D	D					D	D	D	D	D

D = Days (6:45am – 4:45pm)
 A = Afternoons (3:30pm – 1:30am)



LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MINE MAINTENANCE & SERVICE OPERATOR DAY SHIFT SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for Mine Maintenance (Welder, Industrial Mechanic and Service Operator) they will work on a 10-hour day shift as per the attached schedule.

Day shift start times will be 6:45 am to 4:45 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

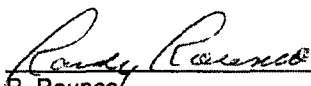
UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY


M. Pulak
INTERNATIONAL REPRESENTATIVE



L. Boehm
MINE GENERAL SUPERINTENDENT



R. Rounce
PRESIDENT, LOCAL 7458



K. Britton
HUMAN RESOURCES SUPERINTENDENT



Exhibit "A" – Mine Maintenance & Service Operator Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Day Crew			D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D	

D = Days (6:45am – 4:45pm)

LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MINE PRODUCTION & MINE MAINTENANCE SHIFT SCHEDULE

The parties hereby agree to the organizational changes effective February 26, 2017 for Mine Production and Mine Maintenance Shift positions (Electricians/Industrial Mechanics on shift) will be as per attached Schedule.

Employees assigned to work the Mine Production and Mine Maintenance Shift Schedule shall work a schedule for the purpose of making an average workweek of 42 hours over a four-week period. The four-week period covers two weeks scheduled at 48 hours and two weeks scheduled at 36 hours.

Overtime will be paid as follows:

- a) In a week of 48 scheduled hours: 4 hours scheduled as overtime hours to be paid at two (2) times the employee's hourly rate.
- b) Two (2) times the employee's hourly rate for hours worked in excess of the scheduled 48-hour or the 36-hour workweek.
- c) Two (2) times the employee's hourly rate for time worked in excess of twelve (12) hours in one day.

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

The day shift start time will be 7:30 am and conclude at 7:30 pm and the night start time will be 7:30 pm and conclude at 7:30 am.

Hoistman start times will be 6:15 am on dayshift and 6:15 pm on night shift.

When moved onto their new shift Schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.


This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(c) of the current Collective Agreement.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

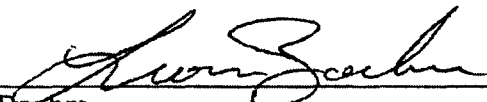
Signed this 7 day of Dec, 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

M. Pulak
INTERNATIONAL REPRESENTATIVE


R. Rounce
PRESIDENT, LOCAL 7458

PCS POTASH – CORY


L. Boehm
MINE GENERAL SUPERINTENDENT



K. Britton
HUMAN RESOURCES SUPERINTENDENT

Exhibit "A" – Mine Production and Mine Maintenance Shift Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Crew A	n					D	D	D	N	N						D	D	N	n							D	D	N	N
Crew B	D	N	N						D	D	N	n						D	D	N	N	n						D	D
Crew E		D	D	N	n						D	D	N	N	n					D	D	D	N	N					
Crew F				D	D	N	N	n					D	D	D	N	N							D	D	N	n		

D = 7:30 a.m. to 7:30 p.m. – 12 hours

N = 7:30 p.m. to 7:30 a.m. – 12 hours

n = 7:30 p.m. to 3:30 a.m. – 8 hours and 3:30 a.m. to 7:30 a.m. – 4 hours scheduled overtime



LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: MINE SHAFT SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for the Mine Shaft Crew (Shaftman, Hoistman, Electrician and Industrial Mechanic) will work on an 8-hour Day shift as per the attached schedule.

Day shift start times will be 8:00 am to 4:00 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

Mine Operations group will perform rope checks on weekends and on Public Holidays at #1 & #2 shafts.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

M. Pulak
INTERNATIONAL REPRESENTATIVE

L. Boehm
MINE GENERAL SUPERINTENDENT

R. Rounce
PRESIDENT, LOCAL 7458

K. Britton
HUMAN RESOURCES SUPERINTENDENT



Exhibit "A" – Mine Shaft Schedule

	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S
Crew C		D	D	D	D	D				D	D	D	D	D				D	D	D	D	D	

D = Days (8:00am – 4:00pm)



BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458

RE: UNDERGROUND WAREHOUSE SCHEDULE

The parties hereby agree to the following organizational changes effective February 26, 2017 for the Underground Warehouse, they will work rotating 10-hour day shift as per the attached schedule.

Day shift start times will be 6:45 am to 4:45 pm.

Breaks will consist of two – 10-minute coffee breaks and a 20-minute lunch break.

This agreement may be cancelled by either party with 30 days' notice and will supersede Article 7.04(b) of the current Collective Agreement.

When moved onto this new shift schedule, employees will have the opportunity to revise their holidays to the new schedule and previously approved vacation will be honored.

This agreement will expire on April 30, 2019, or until a new agreement is signed.

Signed this 7 day of Dec, 2016.

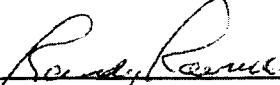
UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY


M. Pulak
INTERNATIONAL REPRESENTATIVE



L. Boehm
MINE GENERAL SUPERINTENDENT



R. Rounce
PRESIDENT, LOCAL 7458



K. Britton
HUMAN RESOURCES SUPERINTENDENT

Exhibit "A" – Underground Warehouse Schedule

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	D	D	D	D	D							D	D	D	D	D	D	D	D							D	D	D
Crew 2					D	D	D	D	D	D	D								D	D	D	D	D	D	D	D		

D = Days (6:45am – 4:45pm)

**LETTER OF AGREEMENT
BETWEEN
POTASH CORPORATION OF SASKATCHEWAN INC., CORY DIVISION
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) LOCAL 7458**

Re: 2017 Reduction in Force – Basis of Recall

The parties hereby acknowledge that this letter of agreement (LOA) is to be executed without precedence or prejudice to future cases and will cease to apply beyond September 2, 2017, unless renewed by mutual agreement by the parties.

The parties agree that a clearly defined process is needed to facilitate an orderly recall of our workforce, when the Company has identified the need for permanent or term assignments to be performed on our mine site.

The parties have agreed for reasons of clarity of terminology to substitute the words “term assignment” in this letter and on subsequent postings in place of the word “temporary work or temporary vacancies.” It is understood that the Company will not incur any obligations outside of current practices as a result of this change.

GENERAL

1.0 The parties agree that the following principles will apply for the duration of this agreement:

- a) Where conflicts exist between agreed upon language found in this letter of agreement and the current collective agreement, this LOA will take precedence.
- b) Recalled employees will be eligible for regular benefits for the duration of the assignment, inclusive of STD benefits and subsequently will have access to LTD benefits in accordance with our plan text. If the employee is laid off following the temporary assignment, Medical, Dental, Vision, Life Insurance and Savings Plan contributions will continue for four months from the date that the employee was laid off.
- c) The recalled employee must be willing to fulfill the full term of the temporary work being offered, failure to do so could result in the employee being disqualified from bidding on any future term assignments.
- d) Article 11.05 of the collective agreement will apply only after an employee has bid on a permanent position, has been named the successful bidder and has been sent their



Corv

recall letter. If the employee fails to report to work on the date of recall, they will forfeit their seniority and right to recall.

BASIS OF RECALL

2.0 Employees will be recalled from layoff via the following procedure:

- a) When the Company determines the need to fill a permanent vacancy or the need for term assignment(s), the position(s) will be posted in accordance with Article 10.07.
- b) In addition to our current active workforce, employees on recall shall be eligible to apply for permanent and term assignments in accordance with Article 10.14. Training will be provided as per 10.08 to the employee on a one-time basis (one per layoff). If, after two hundred and forty (240) hours or the end of the required training period, the Company can demonstrate the employee is not capable of performing the job, the employee will resume recall.
- c) An employee who is on recall can elect to decline a term recall if they wish and their recall rights will continue.
- d) Where a laid-off employee is recalled to work on a term basis with less than twenty four (24) 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.

The parties agree that there shall be no grievances, complaints, applications, actions, claims or other proceedings filed, including, without limitation, any applications to the Saskatchewan Labour Relations Board alleging unfair labour practices, or any other matter covered by the provisions of The Saskatchewan Employment Act, in relation to this agreement. Any existing actions will be withdrawn.

This LOA is subject to a seven (7) calendar day cancellation clause by either party.

Dated this 9 day of FEB., 2017.

UNITED STEELWORKERS OF AMERICA
CLC, AND ITS LOCAL 7458

PCS POTASH – CORY

M. Pulak
USW STAFF REPRESENTATIVE

T. Berg
GENERAL MANAGER

R. Rounce
PRESIDENT, LOCAL 7458

K. Britton
HUMAN RESOURCES SUPERINTENDENT

**SAFETY
IS THE KEY
Use It Always**

**No job is so urgent
That we do not
Have the time
To do it Safely**



PotashCorp

Cory Division

- and -

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

LOCAL 7458