

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

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT	- 1 -
ARTICLE 2. EMPLOYEES COVERED BY THE AGREEMENT	- 1 -
ARTICLE 3. UNION RECOGNITION	- 1 -
ARTICLE 4. TERM OF AGREEMENT	- 3 -
ARTICLE 5. MANAGEMENT RIGHTS	- 4 -
ARTICLE 6. NO DISCRIMINATION	- 4 -
ARTICLE 7. NO STRIKES OR LOCKOUTS	- 5 -
ARTICLE 8. UNION ACTIVITIES ON COMPANY TIME	- 5 -
ARTICLE 9. LEAVES OF ABSENCE FOR UNION PURPOSES	- 6 -
ARTICLE 10. SAFETY	- 7 -
ARTICLE 11. BULLETIN BOARDS	- 11 -
ARTICLE 12. SENIORITY	- 12 -
ARTICLE 13. PROCEDURE FOR SETTLING DISPUTES	- 19 -
ARTICLE 14. WORK WEEK, HOURS OF WORK, OVERTIME	- 26 -
ARTICLE 15. JOB POSTINGS	- 37 -
ARTICLE 16. PREMIUMS	- 45 -
ARTICLE 17. PUBLIC HOLIDAYS	- 47 -
ARTICLE 18. VACATIONS WITH PAY	- 51 -
ARTICLE 19. UNION SECURITY	- 53 -
ARTICLE 20. INDENTURED APPRENTICE TRAINING	- 56 -
ARTICLE 21. BENEFITS	- 58 -
ARTICLE 22. WAGES AND TRAINING	- 69 -
ARTICLE 23. TECHNOLOGICAL CHANGE	- 71 -
ARTICLE 24. PAYDAYS	- 73 -
ARTICLE 25. ENTIRE AGREEMENT	- 73 -
SIGNATURE PAGE	- 74 -
ADDENDUM A	- 75 -
SCHEDULE A	- 77 -
ADDENDUM B PENSION	- 80 -
ADDENDUM C LETTERS OF UNDERSTANDING	- 109 -
#1 - MINE RESCUE & EMERGENCY RESPONSE COMPETITION TEAM TRAINING RATES OF PAY	- 110 -
#2 - INDENTURED APPRENTICESHIP AGREEMENT	- 112 -
#3 - PREFERRED SHIFT	- 119 -
#4 - SAFETY LIAISON POSITIONS	- 121 -

#5 - ACCOMODATION ADVISORY COMMITTEE.....	- 125 -
#6 - THIRD CLASS STEAM ENGINEERS	- 127 -
#7 - SUMMER STUDENTS.....	- 129 -
#8 - WORKER LED SAFETY INITIATIVE.....	- 132 -
#9 - PERFORMANCE MANAGEMENT PROCESS	- 139 -
#10 - JOB SHARING.....	- 144 -
#11 - COMPANY PAID UNION TIME.....	- 148 -
#12 - POWER ENGINEER PREMIUM	- 150 -
#13 - APPRENTICESHIP JOB POSTINGS.....	- 152 -
#14 - INITIAL SCHEDULE FILL.....	- 154 -
CALENDARS 2015-2017	- 162 -

INDEX

Subject	Page/Paragraph
Ability, Seniority	13.....12.03
Absence, Leave of (Union Purposes)	6.....9.01
Accidental Death and Dismemberment	65.....21.01
Accommodations – Permanent	44.....15.09
Addendum A – Cost of Living Allowances	75.....Addendum A
Addendum B – Agrium Pension Plan	80.....Addendum B
Addendum C – LOU’s	109Addendum C
Agreement	
Employees Covered by	1.....2.01
Management Rights	4.....5.01
Purpose of	1.....1.01
Term of	3.....4.01
Union Recognition	1.....3.01
Apprentices	
General Conditions	56.....20.01
Non-Ticketed Rate For	58.....20.05
Pay Rates / Completion Bonus	56.....20.02
School	57.....20.03
Vacancies For	57.....20.04
Arbitration	21.....13.05

Assignment

No Work Available	34.....14.05
Of Wages	5419.02
Special Assignments	13.....12.04

Base Rates

Schedule A	77.....Schedule A
------------	-------------------

Benefits

Medical	59.....21.01(i)
Sickness & Accident	59.....21.01(ii)
Long Term Disability	60.....21.01(iii)
Personal Health Care Hours	62.....21.01(iv)
Group Life Insurance	63.....21.01(v)
Accidental Death & Dismemberment	65.....21.01(vi)
Dental Plan	65.....21.01(vii)
Paramedical Coverage	66.....21.01(viii)
Maternity Benefits	67.....21.01(ix)
Lay-off Benefits	67.....21.02
Bereavement Leave	68.....21.03
Jury Duty	68.....21.04

Bidding Restrictions

40.....15.05

Break Times – Coffee & Lunch

27.....14.01

Bulletin Boards

11.....11.01

Cage Times

2914.01

Callout, To Work

3314.04

Check Off

Assignment of Wages	5419.02
Condition of Employment	5319.01
No Company Financial Responsibility	5419.03

Committees

Contracting Committee	33.02
Joint Health and Safety	810.02
Joint Training	7022.03

Contracting Out

23.02

Cost of Living Allowance

75Addendum A

Crew Reduction, Layoff	15	12.05
Dental Plan	65	21.01
Differential, Shift	45	16.01
Discharge, Grievance from Unjust	23	13.08
Discrimination	4	6.01
Disputes	19	13.01
Dues		
Collection on Company Time	5	8.01
Deduction as a Condition of Employment	54	19.04
Employees		
Employees Covered by Agreement	1	2.01
Hours of Work	26	14.01
Responsibility of Laid Off	16	12.05
Rights in Grievance Procedure	23	13.08
Status During Grievance Procedure	23	13.08
Employee Benefits	58	21.01
Grievance Procedure		
Abandonment	23	13.06
Abeyance	26	13.16
Arbitration Board	21	13.05
Company Rights	23	13.07
Employee Hearing	25	13.11
Employee Rights	19	13.01
Employee Status During	23	13.08
Involving Discharge	24	13.10
Reinstatement for Unjust Discharge	23	13.08
Stages 1 through 3	20	13.02
Time Off Work Involving Grievance	25	13.12
Union's Right To Dispute	24	13.09
Variations with Mutual Consent	25.....	13.13
Group Life Insurance	63.....	21.01
Health Care Hours	62.....	21.01

Hiring	
Company Rights	38.....15.01
Rehire After General Layoff	15.....12.05
Holidays	
Public Holidays	47.....17
Vacations with Pay	51.....18
Humanity Fund	55.....19.05
Intimidation	4.....6.01
Layoffs	
Crew Reduction	15.....12.05
Notification of Address by Employee	15.....12.05
Rehiring of Layoffs	15.....12.05
Benefits on Layoff	67.....21.02
Leave of Absence	
Bereavement	68.....21.03
Jury Duty	68.....21.04
President's Leave	6.....8.04
Union Purpose	6.....9.01
Limitation	
Of Bereavement Leave	6821.03
Discipline	25.....13.15
Occupational Health and Safety Committee	5.....8.02
Of Pay Reductions	41.....15.07
Of Time Investigating Disputes	6.....8.03
Union Officials	6.....9.01
Lists	
Seniority	19.....12.09
Union Officers	56.....19.09
Long Term Disability	60.....21.01
Lockouts	5.....7.01
Management, Right of	4.....5.01
No Obligation to Operate	4.....5.02
To Select Supervisors/Lead Hands	4.....5.03
Medical Plan	58.....21.01

Minimum Pay

Callouts	33.....14.04
Reporting Pay	34.....14.05

Notice Boards

Approval of Union Notices	11.....11.01
---------------------------	--------------

Overtime Rates

Basic Overtime Rates	27.....14.01
Callouts	33.....14.04
Change of Work Schedule	36.....14.07
Murphy Shifts & Banking of Overtime	31.....14.03
Overtime During Work Period	27.....14.01
Reporting Pay	34.....14.05
Shortened Rest Period	35.....14.06
Work in Excess of 16 Hours	35.....14.06

Pay Days

73.....24.01

Pay

Callout	33.....14.04
Overtime	27.....14.01
Public Holiday Pay	48.....17.02
Public Holiday Worked	48.....17.03
Public Holiday Not Worked	49.....17.04
Reporting Pay	34.....14.05
Technological Change	71.....23.01
Transfers at Company Request	41.....15.07
Vacations	51.....18.01
Education & Training	55.....19.06
Pay for Retirees	55.....19.07

Postings

Departments & Work Areas	37.....15.00
--------------------------	--------------

Preferred Shift Positions

43.....15.09

Premiums

Public Holiday Worked	48.....17.02
Shift Differential Premium	45.....16.01
Weekend Premium	46.....16.02
Underground Premium	46.....16.03
Mine Rescue / ERT Premium	46.....16.04
Borer Operator Premium	46.....16.05
Drumcutter Operator Premium	46.....16.06
Control Room Operator Premium	46.....16.07

Education & Training	55.....19.06
Pay for Retirees	55.....19.07
Lead Hand	78.....Sched A
Acting Supervisor	78.....Sched A
Gas Fitter Premium	78.....Sched A
Pressure Ticket Premium	78.....Sched A

Promotions, Demotions, Transfers, Layoffs

General Crew Reduction	15..... 12.05
Probation	19..... 12.08
Re-employment (Seniority)	12..... 12.02
Seniority	12..... 12.01
Seniority, Ability	13..... 12.03
Service Records	12..... 12.01
Special Assignment	13..... 12.04
Seniority List	19..... 12.09
Technological Change	71..... 23.01
Transfers	41..... 15.07
Training	69..... 22.01

Public Holidays

Day Off in Lieu of	48..... 17.03
Employees Not Required to Work	49..... 17.04
Floating Statutory	50..... 17.06
Recognized Public Holidays	47..... 17.01
Public Holiday Assigned and Not Worked	49..... 17.04
Public Holiday During Annual Vacation	49..... 17.04
Public Holiday Worked	48..... 17.02
Public Holiday Not Worked	49..... 17.04

Rates

Apprentices	56..... 20.02
Base	77.....Sched A
Overtime	27..... 14.01
Shift Premium	45..... 16.01
Statutory Holidays Worked	48..... 17.03
Statutory Holidays Not Worked	49..... 17.04
Weekend Premium	46..... 16.02
Technological Change	72..... 23.01
Transfers	41..... 15.07

Re-Employment

Seniority	12.....12.02
-----------	--------------

Re-Instatement

After Unjust Discharge	23.....13.08
------------------------	--------------

Rights - Management

Not to Continue Operations	4.....5.02
To Hire and Discharge	4.....5.03
To Operate	4.....5.01
To Select Supervisors/Lead Hands	4.....5.03

Safety

Employee's Right to Refuse	9.....10.04
General	7.....10.01
Joint Health and Safety Committee	8.....10.02
Material Lists	11.....10.08
Meetings and Inspections	10.....10.05
Reporting Unsafe Conditions and Equipment	9.....10.03
Pay on Day of Injury	11.....10.07
Time Off Work	10.....10.06

Schedules

Normal Shifts	29.....14.02
New Schedules	29.....14.02
Permanent Schedules	29.....14.02
Crew Initiated Schedule Proposals	30.....14.02
Temporary Work Schedule Changes	36.....14.07

Schedule A

Occupational Classifications and Hourly Base Rates	77.....Sched A
---	----------------

Selection

Of Supervisors/Lead Hands	4.....5.03
---------------------------	------------

Seniority

After Rehire	12.....12.02
Establishment of	12.....12.01
For Considering Promotions or Demotions	13.....12.03
General Crew Reduction	15.....12.05
New Hires	19.....12.10
Personnel Function Records	12.....12.01
Rehiring of Layoffs	15.....12.05
Seniority, Ability	13.....12.03
Seniority Lists	19.....12.09
Staff Employees	17.....12.06
Starts After 700 Hours	12.....12.02
Training	13.....12.03
Discharge of Special Assignment Employees	13.....12.04

Shift	
Change of	36.....14.07
Change of Start – Stop Time	26.....14.01
Notice of Shift Change	36.....14.07
Change Involving Rest Days	36.....14.07
Shift Differential Premium	45.....16.01
Sickness and Accident	59.....21.01
Slow Down of Work	5.....7.01
Solicitation of Union Membership	58.01
Special Assignment Employees	13.....12.04
Strikes	5.....7.01
Supervisory Employee	
On the Job	3.....3.03
Selection of	4.....5.03
Notification	11.....10.10
Suspension of Work	5.....7.01
Technological Changes	
Demotions Resulting from	71.....23.01
Demotions for Other Reasons	71.....23.01
Pay Reductions Limited	72.....23.01
Term of Agreement	3.....4.01
Time	
Investigating and Settling Disputes	6.....8.03
On Union Activities	6.....8.03
On Joint Health and Safety Committee	5.....8.02
Training	
Application to Enter Training Program	69.....22.02
Apprenticeship	56.....20.01
Basic Wage Rates	77.....Sched A
Election to Forego Further Training	71.....22.02
Joint Training Committee	70.....22.03
Journeypersons Operator Training Period	69.....22.02
Responsibility of Joint Training Committee	71.....22.03
Seniority Considerations	69.....22.01
Transfers at Company Request	41.....15.07

Transfers

Timing of Transfers	40.....	15.04
Transfers at Company Request	41.....	15.07
Transfer Credits	42.....	15.08

Travel Allowances

28.....	14.01
---------	-------

Union Activities

Dues Collection on Company Time	5.....	8.01
During Probationary Period	19.....	12.08
Investigating and Settling Disputes	6.....	8.03
Leave of Absence for Occupational Health	10.....	10.06
Leave of Absence for Union Activities	6.....	9.01
Leave of Absence for Union Officials	6.....	9.01
No Discrimination for	4.....	6.01
Soliciting Membership	5.....	8.01
Union Recognition	1/56.....	3.01 / 19.09

Vacancies

38.....	15.01
---------	-------

Vacations

Advanced Vacation	51.....	17.07
Company's Right to Schedule	53.....	18.04
Entitlement	51.....	18.01
General Conditions of Public Holidays	48.....	17.02
Premium	52.....	18.02
Vacation Adjustment - Eighth or Fifteenth Year of Service	52.....	18.03

Wage Grades

77.....	Sched A
---------	---------

Wage Grade Reductions

41.....	15.07
---------	-------

Week

Definition of	26.....	14.01
---------------	---------	-------

Welfare Benefits

58.....	21.01
---------	-------

Work Day

Continuous Operations	26.....	14.01
Definition of	26.....	14.01
Schedules	29.....	14.02

Work Period

Definition of	26.....	14.01
---------------	---------	-------

**Work Week, Hours of Work, Overtime and Meal
Voucher**

Compulsory Overtime	31.....14.03
Overtime / Overtime Meals or Vouchers	28.....14.01
Rest Day	26.....14.01
Work Day - Definition of	26.....14.01
Work Schedules	27.....14.01
Work Week	26.....14.01

THIS AGREEMENT made the 22nd day of July, A.D., 2015,
effective the 1st day of May, 2015.

BETWEEN:

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS), CLC, for itself
on behalf of its Local 7552

(Hereinafter called the "Union")

OF THE FIRST PART

AND:

Agrium, Vanscoy Potash Operations
(hereinafter called "the Company")

OF THE SECOND PART

ARTICLE 1. PURPOSE OF AGREEMENT

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

ARTICLE 2. EMPLOYEES COVERED BY THE AGREEMENT

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

2.02 Words importing the masculine gender shall include the feminine.

ARTICLE 3. UNION RECOGNITION

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

3.02

i. The Company reserves the right to employ independent

contractors to perform work at the Operation it deems necessary or desirable. However, the Company recognizes the Union's concern over the Company employing contractors to work as part of regular maintenance crews or to perform routine maintenance work normally performed by employees within the bargaining unit because of its effect upon such matters as job opportunities for the employees. The Company will therefore attempt to minimize the employment of such contractors having due regard to the needs of the efficiency of the Operation, the time available to do the work and to the availability of equipment, skills, manpower, engineering, supervision and services. While the Company may also contract out work not normally performed by employees within the bargaining unit, it shall, whenever practicable, and especially during layoffs, have such work performed by employees within the bargaining unit.

- ii. The Company agrees that it will not contract out any work at the Operation if, as a direct result, an employee will be demoted or laid off, and such employee is qualified to perform the work.
- iii. The Company will inform the Union prior to the beginning of each month of the number of contractors scheduled or expected to be used during the coming month and the nature of their work. The Company will also, during the month, advise the Union of any additional contractors scheduled to work on the property during the month. For purposes of this Section, contractors shall mean any contractor employing trades or labourer employees on site.
- iv. Following receipt of the notification provided in (iii) above, the Union may request a meeting with the Company to discuss the information provided. Such meeting shall be

limited to the Union President and the Union Vice President, or their designates, and one contracting out committee member and will occur either immediately prior to or following the monthly Company - Union meeting. At such time, the Company will also be prepared to review, with the Union, contracts issued for off-site work.

- v. In an effort to improve labor relations, the Parties agree to implement a Contracting Committee consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Company.

The Committee will:

- a. Meet as often as necessary, but in any case no less than once per month.
- b. Discuss and implement proper processes around contracting (as discussed June 3, 2015).
- c. The objective of this effort during the term of this Collective Agreement will be the mutual agreement on when the use of contractors is necessary.

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

ARTICLE 4. TERM OF AGREEMENT

4.01 This Agreement shall remain in effect from and

including date of ratification up to and including the 30th day of April 2018.

ARTICLE 5. MANAGEMENT RIGHTS

5.01 The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union further recognizes that the Company retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement.

5.02 Nothing contained in this Agreement shall be deemed to obligate the Company to continue to operate any of its plants or properties or any part thereof.

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

ARTICLE 6. NO DISCRIMINATION

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

6.02 The parties agree that there shall be no discrimination against any employee with regard to race, religion, creed, colour, sex, sexual orientation, family status, marital status, disability, physical size or weight, age, nationality, ancestry, place of origin, or receipt of public assistance.

The parties also recognize the right of employees to work in an environment free from harassment of the above grounds, and the parties shall undertake to investigate all alleged occurrences between or among employees with all possible dispatch. If it is found that any of these types of harassment has taken place, the parties shall take whatever joint action is appropriate to ensure harassment ceases.

ARTICLE 7. NO STRIKES OR LOCKOUTS

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

ARTICLE 8. UNION ACTIVITIES ON COMPANY TIME

8.01 No person shall solicit membership in the Union or in any other labour organization, or collect dues for the Union or any other labour organization, or engage in any Union or labour organization activity on Company time or within the plants of the Company, except to the extent expressly provided for in this Agreement.

8.02 The time spent away from the job by employees in performance of duties as designated members

of a jointly-recognized safety committee will be considered as time worked and shall be paid in accordance with Article 10.05 (i).

8.03 The time spent away from the job in investigating and settling disputes by employees delegated by the Union for that purpose shall be considered as time worked. Payment shall be on the basis of straight time. Under no conditions shall overtime rates be paid. Time to be paid for under this shall be limited to seven hundred (700) hours per calendar year. (Reduced by three hundred (300) hours per calendar year as per Company Paid Union Time LOU. If LOU should not be renewed, this article prevails.)

8.04 The Company will provide the Union up to seven hundred and fifty (750) hours paid leave per calendar year at straight-time rates to be authorized by the President or designate. (Replaced by Company Paid Union Time LOU. If LOU should not be renewed, this article prevails.)

ARTICLE 9. LEAVES OF ABSENCE FOR UNION PURPOSES

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

- i. Any employee elected or appointed to an office of the Union or of the International of the United Steelworkers, necessitating a leave of absence, shall be granted such leave of absence without pay provided it does not exceed two (2) years.

- ii. Written application for such leave must be made to the Manager, Human Resources, of the Company two (2) weeks in advance of the commencement date of the leave. The Company shall not be required to grant the privilege under (i) to more than two (2) employees at the same time. The time spent on leave shall not in any way jeopardize an employee's seniority, nor service for pension purposes, but shall not be considered as time worked for the purpose of determining vacation or other benefits.
- iii. The Company agrees to grant leave of absence without pay to employees who are delegated by the Union for the purpose of attending conventions, labour arbitrations, labour seminars or grievance matters. The aggregate leave of absence granted under (ii) shall not exceed three hundred (300) days in any one (1) calendar year.
- iv. Permission for such leave(s) shall not be unreasonably withheld. The Union agrees to give as much advance notice as is possible of the requirement for such leave(s) of absence.
- v. For leaves of absence requested in writing by the Union President or designate as unpaid union business the Company agrees to pay the employee his base wages and all applicable premiums for the scheduled work time missed and bill the Union for that amount plus 15% to cover vacation and pension costs.

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

ARTICLE 10. SAFETY

10.01 The parties desire to maintain high standards

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

10.02

i. Joint Occupational Health and Safety Committees

The Company and the Union shall cooperate in the operation of Joint Occupational Health and Safety Committees as prescribed in the Occupational Health and Safety Act, 1993. These Committees shall consist of four (4) management representatives for underground and three (3) management representatives for surface along with three (3) employees selected by the Union for surface operations and four (4) employees selected by the Union for underground operations. The parties may increase the committee participants, from time to time, if mutually agreed. The Committees shall have those duties and perform the functions provided for in Section 19 of the Occupational Health and Safety Act, 1993 and shall include responsibilities for:

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

preventative action.

ii. Property Committee

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

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

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

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

10.04 As provided for in Section 23 of The Occupational Health and Safety Act, 1993, the following language shall apply:

"A worker may refuse to do any particular act or series of acts at work which the worker has reasonable ground to believe are unusually dangerous to the worker's

health or safety or the health and safety of any other person at the place of employment until the Occupational Health and Safety Committee or the Occupational Health Officer has investigated the matter and advised the worker otherwise."

"No discriminatory action shall be taken against any employee by reason of the fact that the employee has exercised the right conferred on the employee by Section 27 of the Occupational Health and Safety Act.

10.05

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

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

Travel and meal allowances will be provided based on company policy

- ii. The Company will make environmental monitoring results available to the Occupational Health and Safety Committee. In addition, one (1) member of the Committee, selected by the Union, will, on a quarterly basis for underground and every six (6) months for surface, for educational as well as awareness purposes, accompany the Company technician or representative on workplace environmental monitoring. (The specific type of monitoring will be determined by the Company.)

10.06 If it is necessary for a Union-designated Occupational Health and Safety Committee member to take

time off during the member's working hours in connection with work associated with the Committee, the member must first receive permission from the member's immediate supervisor. Such permission shall not be unreasonably withheld.

10.07 An employee who is injured on the job and is unable to continue working will have the employee's normal base rate earnings or overtime rate if applicable maintained for the balance of the employee's shift on the day of injury.

10.08 The Company shall inform the Employee Co-Chair of the Occupational Health and Safety Committee of impending process revisions and installation of new production equipment.

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

10.09 Education of employees as to their rights under the Occupational Health and Safety Act and Regulations will be carried out through effective, joint programs for presentation at safety meetings. To achieve this goal, the Company will utilize the appropriate Union Committee Co-chair or member for assistance in safety presentations as appropriate.

10.10 If an Acting Supervisor is on duty, the crew of workers under his/her direction will be notified.

ARTICLE 11. BULLETIN BOARDS

11.01 The Company agrees that sections of plant bulletin boards shall be made available to the Union for its

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

ARTICLE 12. SENIORITY

12.01

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

- ii. In such cases, seniority will commence from the new date of hire for the purpose of calculating plant seniority. All new and prior service will be used in calculating pension and benefits coverage. However, employees hired prior to March 23, 1987, shall continue to be credited with their total Company Employment Service. It is recognized that an employee's security shall increase in proportion to the employee's length of service and in accordance with the provisions of 12.03.

- iii. In the event that two or more employees start on the same day, then their seniority shall be determined by lottery.

12.02 Employees shall not be deemed to have any

seniority until they have worked 700 hours (excluding Jury Duty) after they were last hired by the Company.

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

12.04 Special Assignment Employees

- i. Employees hired by the Company for a special assignment may be discharged when their special assignment work comes to an end notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such employees and their status in writing. Special assignments will be limited to a maximum duration of one (1) year total service. This time limit may be extended by mutual agreement between the Company and Union.
- ii. Special assignment employees do not accrue service or seniority during the term of their assignment. Special assignment employees may apply at any time for permanent positions and may be considered by the Company.
- iii. Special assignment positions are not subject to the posting provisions of Articles 15.02 and 15.09.
- iv. Work assignment will be determined solely at the discretion of the Company.
- v. Special assignment employees who are subsequently hired as permanent employees within the same

department as their special assignment will be granted service and seniority retroactive to their original date of hire.

- vi. Special assignment employees may apply for permanent positions in a different department than that of their special assignment; however they will not have their seniority recognized for that vacancy.
- vii. Special assignment employees may apply for permanent positions in the same department of their special assignment, and providing that they have completed their 720hr probationary period, will have their seniority recognized for that vacancy.
- viii. Special assignment employees who are subsequently hired as permanent employees in a different department than that of their special assignment will be required to complete a probationary period including the greater of either: the balance of their seven hundred and twenty (720) hour probationary period, or three hundred and forty six (346) hours after orientation and after they are put on their assigned crew. If the special assignment employee has worked less than three hundred and seventy four (374) hours in their special assignment, they will be required to complete the balance of their seven hundred and twenty (720) hour probationary period in the new department.
- ix. Existing employees are not eligible to apply for special assignment roles.

- x. Special assignment employees will not represent more than 10% of the workforce in any department. For the purposes of this article, the departments shall be mine operations, mine maintenance, surface operations, surface maintenance, dry, and warehouse.
- xi. Special assignment workers will not be permitted during periods of layoff.

12.05

- i. In the event of a reduction of crew or layoff, employees affected shall be laid off in inverse order of their seniority and in accordance with Article 12.03. If an affected employee has the seniority, qualifications and ability, to meet the normal requirements of another job, that employee can displace a junior employee. A displaced junior employee can then exercise the option to displace a more junior employee provided that employee has the seniority, qualifications and ability to meet the normal requirements of that job.

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

In the event of a reduction of crew or layoff that exceeds twenty-one (21) days or recall for a temporary position that is expected to exceed twenty-one (21) days, the Company will provide up to five (5) working days for familiarization training for the employees exercising the displacement option. If the employee demonstrates the qualifications and ability to meet the normal requirements of the job by the end of the fifth day, the employee will be

put into the job. The determination as to whether or not an employee has acquired the necessary skills and ability for the job shall be made by the Company. The Company shall make the determination in a fair and equitable manner.

The Company will provide four (4) positions in total (in the three progressions - mine operating, mill operating, warehousing) to which senior employees, displaced in the event of a crew reduction or layoff, could move without having the qualifications for the job; provided that the senior employee has the ability and physical fitness to do the job and the junior employee to be displaced does not need to be retained because of skills or certification for the ongoing required work.

The employee's maximum wage loss will be one wage rate unless this is higher than the top wage rate in the new job. In this case, the employee's new rate would be the top rate in the new job.

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

- ii. It shall be the responsibility of a laid-off employee to notify the Company of any change in the employee's postal address. Laid-off employees who have complied with the foregoing procedure shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report for work; and should an employee fail to report within fourteen (14) days of being notified personally or within fourteen (14) days of the postal registration date of the written notice, the employee shall lose the right of re-employment. In any case, the Company shall not be obligated to re-employ any former employee who has

been laid off for a period equal to the lesser of the employee's seniority or twenty-four (24) months, or thirty-six (36) months if the employee's service is greater than ten (10) years.

iii. Layoff Notice

In the event of a layoff the following notice periods or pay in lieu will be given:

- a) Two (2) weeks written notice, if the employee's period of employment is less than three (3) years;
- b) Four (4) weeks written notice, if the employee's period of employment is three (3) years or more but less than five (5) years;
- c) Six (6) weeks written notice, if the employee's period of employment is five (5) years or more but less than ten (10) years;
- d) Eight (8) weeks written notice, if the employee's period of employment is ten (10) years or more.

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

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

12.06 Transfers to and from the Bargaining Unit

- i. The Company will not transfer staff employees who were previously members of the Bargaining Unit back to the Bargaining Unit. Any staff employee who was previously a Bargaining Unit member who desires to return to a Bargaining Unit job would return, assuming a job is

available, with no seniority. Such employee would first have to resign as a staff employee.

- ii. An employee who transfers from an hourly-rated job to a staff position outside the Bargaining Unit shall retain all seniority held at the time of the transfer and will reactivate such seniority if the employee returns to the Bargaining Unit within a three (3) month period following such transfer. In the event the transfer is for more than three (3) months, the employee shall lose all retained seniority. This paragraph does not apply to temporary acting supervisory positions.

12.07 Acting Supervisors and Lead Hands

- i. The acting supervisor is generally expected to assume all the normal responsibilities and duties of their immediate supervisor with the exception of administering discipline.
- ii. The Company will limit an individual's acting foreman assignment to one thousand and forty (1040) hours worked in any calendar year. The employee will not accumulate seniority for any hours worked in excess of the one thousand and forty (1040) hours for that calendar year as long as he/she continues in the assignment.
- iii. A lead hand acts as a leader of a group of employees working on similar or related work, or leads activities with minimal direction in a significant or complex area. The lead hand assigns work to the employees, as directed by the supervisor or acting supervisor, and works along with them. The lead hand is expected to be a work leader and not a supervisor. As such, the lead hand is responsible for the safe and correct completion of work but not for disciplinary action or other personnel matters.

- iv. The Company's policy defines the complete and specific responsibilities and duties of a lead hand and acting supervisor.
- v. The Company agrees to provide copies of all lead hand and acting supervisor hours to the Union on a quarterly basis.

12.08 Notwithstanding anything in this Agreement, an employee shall be on probation until such person has worked seven hundred (700) hours, computed from date of last hire. Upon completion of such probation period the employee shall be credited with seniority from the date of hire. During the probationary period the Company may terminate the employee's employment for cause, without reference to any other provisions of this Agreement. Union activity shall not be considered as a reason for discharge under this Section. This clause shall not apply to employees re-employed in accordance with Section 12.05.

12.09 The Company shall maintain and post a seniority list including occupational classifications Jan.1, Apr. 1, July 1, and Oct. 1. Two (2) copies of the revised list shall be provided to the Union, within thirty (30) days of these dates.

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

ARTICLE 13. PROCEDURE FOR SETTLING DISPUTES

13.01 Should a dispute arise between the Company and any employee or employees regarding the interpretation or a violation of this Agreement, the employee or employees concerned shall first seek to settle the dispute with the immediate supervisor. Both parties agree that this should be the first step in a dispute resolution process and nothing in

this Article shall prevent an employee from discussing the dispute with the Company.

Grievance Procedure

13.02 Stage 1. Failing an employee's satisfactory settlement of a dispute with the Company, the employee or employees concerned, in person, with their shop steward in attendance, shall first seek to settle the dispute with the immediate supervisor.

13.03 Stage 2. Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 1, the employee or employees concerned, in person, with their shop steward and/or a member of the Grievance Committee of the Union in attendance, or through the Grievance Committee of the Union, may submit the dispute, which at this stage must be stated in writing, to the Superintendent who may appoint members of his/her staff to assist in investigating the dispute.

13.04 Stage 3. Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 2, the Grievance Committee of the Union may submit the dispute, which shall be stated in writing, to the management of the Company, or the accredited representative or representatives of the management, who may at their discretion require the employee or the employees concerned, and the members of the supervisory staff concerned in, or having knowledge of, the dispute, to appear before them and give evidence regarding the dispute.

The Grievance Committee of the Union may request the presence of the employee or employees concerned at Stage 3 proceedings, but where this necessitates the absence of the employee from the place of work, the employee shall first obtain the consent of the

Company and it shall be at a time and a duration that does not interfere with the Company's operations.

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

13.05 Arbitration.

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

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

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

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

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

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

- ii. **Formal Arbitration.** If either party does not wish to utilize the Expedited Arbitration procedure as outlined in this article, the Union or Company may, on giving fifteen (15) days' notice in writing to either party of its intention, refer the dispute to arbitration. The selection of an arbitrator shall be by rotation from the panel listed below:

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

If an arbitrator so selected is unable to serve, then the next arbitrator on the panel shall be selected. If an arbitrator on the panel is permanently unable to serve, then the parties shall jointly select a replacement. If the parties cannot mutually agree upon an arbitrator within ten (10) days, the appointment shall be made by the Minister of Labour of the Province of Saskatchewan upon

request of either party. The decision of the arbitrator in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the arbitrator. The arbitrator shall hear and determine the difference or allegation and shall render a decision.

13.06 If a dispute (i) is not submitted under Stage 1 within fourteen (14) calendar days after the occurrence or discovery of the act or decision giving rise to the dispute, or (ii) is not advanced to the next stage under Stages 2, 3, or arbitration, within fourteen (14) calendar days after a decision was made or should have been made, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end. Saturdays, Sundays and public holidays shall not be counted in determining the time within which any action must be taken under (ii) above.

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

13.08 In the meantime, and in all cases while disputes are being investigated and settled, the employee or employees and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where an employee or employees has or have been discharged by the Company, employee or employees

shall not remain in the employ of the Company while the case is being investigated and settled. If the claim be made within five (5) days (excluding Saturdays, Sundays and public holidays) that an employee or employees has or have been unjustly discharged, the case shall be dealt with according to this Article, and if it is proven that the employee or employees has or have been unjustly dealt with, the employee or employees shall be reinstated. If a claim is made for compensation for time lost in cases where reinstatement has followed, it shall be left with the Grievance Committee of the Union and the Management to decide what amount, if any, is to be paid, and failing agreement, with the same arbitrator that dealt with the claim and who shall fix such compensation.

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

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

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

13.10 Notwithstanding marginal paragraphs 13.02, 13.03, 13.04, 13.05 and 13.06 above, in a grievance involving a discharge the grievance must be presented directly at Stage 3 of the grievance procedure by the Grievance Committee of the Union. The Stage 3 reply shall

be given within five (5) working days of the presentation of the grievance at Stage 3.

13.11 As much as is practical and except in a case of gross misconduct and/or a case requiring immediate action, it is the Company's intention that an employee, accompanied by the employee's Shop Steward and the Grievance Committee Chairperson or delegate, will be given the opportunity for a hearing with the supervisor(s) in question prior to receiving a disciplinary suspension or a discharge. Such hearing will be without prejudice to any subsequent grievance or arbitration procedures.

13.12 If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, the steward or employee must first receive permission from his/her immediate supervisor. Such permission shall not be unreasonably withheld.

13.13 Any time limits provided for in this Article may be varied by the mutual consent of the Company and the Union and confirmed in writing.

13.14 The company agrees to provide copies of employee discipline, terminations and suspensions to the Union within five (5) calendar days.

13.15

- i. In all cases involving discipline or suspension, the disciplinary notice will remain on the employee's file. However, after a period of three (3) years without further incidents of discipline, it will not be used to elevate subsequent disciplinary action.
- ii. The presence of a shop steward is mandatory at any meeting during which an employee receives discipline. The absence of a shop steward due to reasons beyond Company's control will not preclude such meeting from

proceeding. An employee may choose to ask his/her steward to leave once the meeting has begun.

13.16 Grievances referred to arbitration and left in abeyance will be considered abandoned if the Union has not contacted an arbitrator to set dates for a hearing with Thirty-Six (36) months of the notice to refer to arbitration.

ARTICLE 14. WORK WEEK, HOURS OF WORK, OVERTIME

14.01 Definitions

A. Work Day

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

B. Rest Day

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

C. Work Week

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

D. Shift

- i. A shift shall be defined as a period of time worked within a workday, and these periods of time shall be referred to as day shift, afternoon shift, night shift and may be rotating or non-rotating in nature. The normal shift for the purpose of this Article shall be eight (8) hours, or ten (10) hours or twelve (12) hours. The

starting time for shifts shall not vary more than two (2) hours from 8:00 a.m., 4:00 p.m., 8:00 p.m. and 12 a.m.

- ii. The Parties agree that change in shift start-times of thirty (30) minutes or less will not constitute a shift schedule change.
- iii. The shift shall be inclusive of meal time in accordance with present practice at the convenience of the operation.
- iv. The daily lunch periods of an employee working on the a Continuous Twelve (12) Hour Work Schedule shall be two (2) twenty (20) minute breaks no more than five (5) hours apart, on Company time, during which time the employee shall continue all necessary supervision of machinery and maintenance of services.
- v. The daily coffee/lunch periods of an employee working on a ten (10) hour shift shall be two (2) ten (10) minute breaks and one (1) twenty (20) minute break, on Company time, during which time employees shall continue all necessary supervision of machinery and maintenance of services.
- vi. Eight (8) hour shifts to continue with the present practice.

E. Work Schedule

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

F. Overtime

- i. Overtime is defined as all hours worked:
 - a. in excess of regularly scheduled hours of work in

- any work day.
 - b. on a scheduled day of rest
 - c. on a designated statutory holiday
 - d. in excess of an averaging period
- ii. The overtime wage rate is defined as two (2) times base hourly rate.

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

H. Overtime Meals or Vouchers

- i. When an employee works of two (2) hours or more of unplanned overtime, the Company will provide either an overtime meal or an overtime meal voucher, at the Employee's choice. One (1) overtime meal or voucher will also be provided for every four (4) hours of overtime worked after the first two (2) hours.
- ii. Underground operations personnel subject to face changes are automatically entitled to receive a meal voucher.
- iii. When an employee is called out with less than nine (9) hour notice, the Company will provide either an overtime meal or an overtime meal voucher upon reporting to site and every four (4) hours after the initial meal.
- iv. Vouchers or overtime meals will not be provided for planned overtime (minimum nine (9) hours' notice) or shift exchanges.
- v. Overtime lunch periods are limited to Twenty (20) minutes since it is Agrium's practice to pay for these periods. If the employee chooses a voucher instead of a lunch, a Twenty (20) minute break period will still

be granted every four (4) hours.

I. Cage Time

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

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

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

i. New Schedules

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

- a. five (5) consecutive eight (8) hour shifts of forty (40) hours per week, or
- b. four (4) consecutive ten (10) hour shifts of forty (40) hours per week, or
- c. no more than five (5) consecutive twelve (12) hour shifts that average forty (40) hours as per the averaging requirements as outlined in the Saskatchewan Employment Act.
- d. This Collective Agreement shall constitute any required averaging agreement for the purposes of the Act.

Permanent Work Schedule will be maintained for a minimum of six (6) months. This does not apply where a Crew proposes a new schedule that meets the

Company's business needs, and the Company agrees to have the Union conduct a Crew vote on the new schedule.

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

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

ii. Crew Initiated Schedule Proposals

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

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

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

14.03 Murphy Shifts and Banking of Overtime

Except in the case of emergencies and for those employees assigned to work Shift Schedules with Mandatory Murphy Hours, all overtime shall be on a voluntary basis.

i. **Mandatory Murphy Hours**

The Company may elect to designate certain positions on the site as requiring mandatory Murphy Hours by indicating it on job postings. Since the Murphy Hours are mandatory they cannot be cancelled by the Company.

ii. **Banking of Overtime**

Only those employees who work a shift schedule that includes Murphy hours are eligible to bank the Murphy hours into an overtime bank. Employees are eligible to bank overtime as follows:

a. **Employees on Schedules with Mandatory Murphy Hours**

i. Employees whose shift schedule involves mandatory Murphy hours (mandatory overtime) shall have the option to be paid at normal overtime rates (2x) for the Murphy hours worked OR they may elect to be paid equal hours at straight time (1x) pay AND put equal hours at straight-time (1x) pay in an Overtime Bank.

ii. The Overtime Bank will be capped at forty-eight (48) hours but employees will be permitted to use and

replenish the bank.

- iii. All annual vacation entitlements must be booked prior to accessing the hours in the Overtime Bank

b. Employees on Schedules without Mandatory Murphy Hours

- i. Employee's whose shift schedule does not require mandatory Murphy hours who work any voluntary overtime shall have the option to be paid at normal overtime rates (2x) for the hours worked OR they may put equal hours at straight-time (1x) pay in an Overtime Bank.
- ii. The Overtime Bank will be capped at forty-eight (48) hours and employees will be permitted to use a maximum of forty-eight (48) hours in any vacation year. They will not be permitted to replenish the bank within the same vacation year.
- iii. All annual vacation entitlements must be booked prior to accessing the hours in the Overtime Bank

iii. Carry-over

The maximum number of hours allowed in an Overtime Bank is forty-eight (48) at any given time. Employees are permitted to carry these hours over from vacation year to vacation year.

iv. Pay-Out

The Overtime Bank hours will be paid out at the Employee's request or upon termination. All hours in the Overtime Bank will be paid out at straight time (1x) at the Employee's regular rate of pay.

14.04 Call Out

- i. When an employee has scanned off site and is called to work with less than nine (9) hours of notice, the time worked shall be considered as a Call Out and is payable at overtime wage rate.
- ii. When an employee is called out to work, the employee shall receive either the overtime wage rate for the time actually worked, or three (3) hours' pay at the employee's overtime wage rate, whichever is the greater.
- iii. All hours worked from the time the employee arrives on site until the employee leaves the site will be at overtime wage rate.
- iv. Upon completion of the work for which the employee was originally called out, the employee may choose to remain at work provided that work is available, the employee is qualified to do such work, and completion of the call out falls within the eight (8) hour period prior to the commencement of the employee's next regularly scheduled shift.
- v. If an employee is called out, he or she will not be required to report for their next regularly scheduled shift until nine (9) hours have elapsed from the time the employee finished the callout work. The employee will be paid at the employee's base hourly rate for any time missed on the employee's regular shift due to this provision. If there is less than two (2) hours left in

the employee's regular shift after the required nine (9) hours rest period, the employee will not be required to work the remainder of the shift and will not receive pay for this additional time missed.

- vi. If an employee at the request of the employee's supervisor consents to return to work before the expiration of the nine (9) hour rest period, the employee will be paid at overtime wage rate for all work performed on the employee's regular shift. If not so requested to return to work, the employee will remain at rest for a nine (9) hour period or be paid at base hourly rate for the employee's regular shift worked.

14.05 Reporting for Work Pay

- i. When employee(s) reports on their regular shift and are sent home because no work of any kind is available as determined by management or so that they may be assigned to come to work at a later time, they shall be paid scheduled hours for that shift at their base hourly rate. If they are assigned to work at a later time that work day, they shall be paid their overtime wage rate for all continuous hours worked.
- ii. An employee who has been reassigned work and the completion of that work falls within the eight (8) hour period prior to the beginning of the employee's next regularly scheduled shift, will not be required to report for that shift until they have had a nine (9) hours rest period.
- iii. The employee will be paid at the employee's base

hourly rate for any time missed on the employee's regular shift due to the rest period. If there is less than two (2) hours left in the employee's regular shift after the required nine (9) hours rest period, the employee will not be required to work the remainder of the shift and will not receive pay for this additional time missed. If the employee returns to work after the nine (9) hour rest period, the employee will be paid the employee's base hourly rate of pay until the completion of that shift.

14.06 Rest Period

- i. If an employee works for more than sixteen (16) consecutive hours, the employee will be entitled to a nine (9) hour rest period.
- ii. If the employee's regular shift is to commence before the nine (9) hour rest period has expired, the employee will be permitted to stay at rest for those nine (9) hours and be paid for said hours of the regular shift.
- iii. If the employee returns to work after the nine (9) hour rest period, the employee will be paid the employee's base hourly rate of pay until the completion of that shift.
- iv. If an employee at the request of the employee's supervisor consents to return to work before the expiration of the nine (9) hour rest period, the employee will be paid at overtime wage rate for all work performed on the employee's regular shift.
- v. If not so requested to return to work, the employee will remain at rest for a nine (9) hour period or be paid

the employee's base hourly rate for the employee's regular shift worked.

14.07 Employee Temporary Work Schedule Changes

- i. When the Company chooses to temporarily change employee's work schedules, they must first seek volunteers. Senior qualified employees will be given preference. If there are not enough senior qualified employees to fill the positions, inverse seniority will be used to fill these positions providing the junior employees are qualified for the job.
- ii. Temporary schedule changes will be limited to twenty-one (21) days in duration.
- iii. If the Company provides less than forty-eight (48) hours' notice of a change of shift, as a penalty the employee will be paid the first shift worked at the overtime wage rate.
- iv. For temporary schedule changes for five (5) days or less, no penalty shall be incurred by the Company when the employee is returned to the shift he/she worked prior to the temporary change.
- v. If the Company temporarily changes an employee's shift for more than five (5) days and less than twenty-one (21) days, as a penalty the employee will be paid the first shift worked and the first shift returned at the overtime wage rate.
- vi. In addition, all hours worked in excess of the hours of the old work schedule or on a day of rest of the old schedule, will be considered voluntary. Employees agreeing to work this voluntary overtime must advise the company prior to the start of their new

schedule of their intention to work the overtime or they will not be considered to be working that day.

vii. All temporary schedule changes will be provided in writing (email, letter, bulletin etc).

viii. The exception to this temporary change is in the Powerhouse. The Company will ask Powerhouse Operators on days off to come in on overtime to cover any shortages on night shifts. If those on days off are unavailable or refuse this voluntary overtime, the company may reassign the dayshift operator to cover the nights. This reassigned employee will receive overtime pay as a penalty for all house worked for this coverage until they return to their regular dayshift. Since this is a temporary shift reassignment, the employee cannot refuse.

ARTICLE 15. JOB POSTINGS

Definitions

A. Department

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

B. Work Area

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

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

15.01 The Company shall maintain the right to determine the number of employees in each department as well as the number of employees in each work area and if a vacancy in the work area is to be filled or left vacant. If a vacancy is to be filled, the posting provisions of Article 15.02 shall apply.

15.02 Job Postings

- i. Vacancies will be advertised for a period of fourteen (14) calendar days during which time bids will be accepted by Human Resources.
- ii. The vacancy shall be filled by the senior, qualified applicant who accepts the position. The Company shall determine qualifications in a fair and equitable manner.
- iii. Upon the closing of the fourteen (14) day posting period, the Company shall notify, in writing, the most senior qualified applicant. The applicant will have twenty-four (24) hours to accept or decline the position. If the most senior qualified applicant declines the position or fails to respond within twenty-four (24) hours, the Company will

offer the position to the next most senior qualified applicant.

iv. Employees who wish to tour different departments, as part of making their decision on positions, shall do so on their own time. While it is the Company's intention to provide this tour, there is no guarantee of a tour prior to accepting or declining a position.

a. A posting will be required if:

- i. There is a vacancy in a work area that the Company intends to fill. These postings will be done site wide.
- ii. The Company wishes to change the schedule for a portion of a work area. These postings will be applicable only to the work area in which the schedule was changed.

b. A posting will not be required if:

- i. The Company changes the schedule of an entire work area.
- ii. The Company elects not to fill a vacancy.
- iii. The Company chooses to move employees around in their existing work area.
- iv. The Vacancy is a Special Assignment position.
- v. The Company chooses to fill the vacancy with a preferred shift.
- vi. A Crew initiates a work schedule change that meets the business needs of the Company, and a Crew vote is conducted by the Union.

v. Job Postings will contain the number of vacancies, the

job classification, the work area, the current work schedule and the required qualifications.

15.03 New Hires

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

15.04 Timing of Transfers

All reasonable efforts will be made by the Company to move successful employees into their new positions within ninety (90) days of being awarded the position, having regard to the efficiency of the operation. The Company and Union agree to discuss extensions to this timeline on a case by case basis.

15.05 Bidding Restrictions

- i. Bidding to a different department
Employees who have been accepted for any such job postings in a different department shall not be eligible to bid for another advertised job for a period of one (1) year from the time of such acceptance.
- ii. Bidding within the same department
Employees who have been accepted for any job postings in the same department shall not be eligible to bid for another advertised job for a period of six (6) months from the time of acceptance.
- iii. General Conditions
The time periods above shall not be used to restrict an employee from applying for an apprenticeship or preferred shift position, nor from advancement opportunities in higher classifications.

15.06 Vacancies

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

15.07 Transfers

- i. The Company reserves the right to temporarily transfer employees for up to twenty-one (21) days from one department to another or from one work area to another. If an employee is temporarily transferred to another work area or department at the request of the Company, the employee's schedule and wage rate will be maintained at the wage rate he/she was in receipt of immediately prior to the transfer.
- ii. For temporary transfers exceeding three (3) days the Company shall first seek qualified senior volunteers, and if no volunteers, then the junior qualified employee will be temporarily transferred.
- iii. If an employee successfully bids to a work area in a different department, the wage rate will be commensurate with the skills and knowledge of the employee but in any event not more than two (2) wage grades below that received by the employee immediately prior to the transfer.
- iv. If an employee successfully bids into another work area within the same department, the wage rate will be maintained.
- v. Employees who successfully bid into a work area in a different department will be required to drop two (2) wage rates for one (1) year. After one (1) year, the employee will move up one (1) wage rate after which time their wage rate will be dependent on their progression in the respective progression program.

15.08

- i. Operators transferring between the Surface Operations Progression Program and the Underground Operations Progression shall receive credit in the following manner:

- ii. When a Journeyperson Underground Operator transfers into the Surface Operations Progression Training Program, he/she will be granted one (1) year (12 months) of time credit towards the attainment of a Journeyperson status as a Surface Operator. In other words, he/she will still be required to complete three (3) more full years (36 months) of training per the requirements of the Surface Operations Progression Program to attain Journeyperson Operator status.

- iii. Conversely, when a Journeyperson Surface Operator transfers into the Underground Operations Progression Program, he/she will be granted one (1) year (12 months) of time credit towards the attainment of a Journeyperson status as an Underground Operator. He/she will still be required to complete three (3) more full years (36 months) of training as per the requirements of the Underground Operations Progression Training Program to attain Journeyperson Operator status.

- iv. If the Operator being transferred between programs is not a Journeyperson, he/she will receive time credit towards the attainment of Journeyperson status in the new progression training program as follows:
 - a. 1 year experience – 3 months credit
 - b. 2 years experience – 6 months credit
 - c. 3 years experience – 9 months credit

- v. In all cases the Company shall determine the successful achievement of the necessary skills and qualifications for Journeyman status as outlined in Article 22.02.

15.09 Preferred Shifts

- i. In recognition of the desirability for preferential work schedules, the Company agrees to post Preferred Shifts in the following areas to allow employees to apply for any such positions, which hereinafter become vacant (number of Preferred Shifts in brackets). For the purposes of this Article, Preferred Shifts shall be between Monday and Friday Dayshift only. Current incumbents of such positions are listed in a Letter of Understanding dated July 22nd, 2015, from the Company to the Union.

ii.

MINE	# of Positions
Mine Miscellaneous	(11)
Mine Maintenance	(4)
SURFACE	
Surface Miscellaneous	(9)
Surface Maintenance	(4)

- iii. Effective on the date of ratification current incumbents are grandfathered in their current positions (i.e. Mine Miscellaneous, Operations Support and Yards.) Employees' in Preferred Shifts will not be used to fill acting foreperson positions.
- iv. Applicants for the Mine positions must be currently working as a Journeyman Underground Operator or Underground Journeyman Tradesperson. Applicants for the Surface positions must be currently working as a

Journey person Surface Operator or Journey person Surface Tradesperson. Notwithstanding Article 15.09 (v) the positions will be awarded to the senior applicant, providing he/she has the physical fitness to meet the normal requirements of the job.

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

ARTICLE 16. PREMIUMS

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

Article	Premium	\$\$	Effective Date
16.01	Shift Differential	\$2.30/hr	May 1, 2015
		\$2.35/hr	May 1, 2016
		\$2.40/hr	May 1, 2017
16.02	Weekend Premium	\$1.60/hr	Ratification
16.03	UG Premium	\$0.40/hr	May 1, 2015
16.04	Mine Rescue / ERT Premium	\$0.10/hr	May 1, 2015
16.05	Borer Operator Premium	\$4.50/hr	Ratification
16.06	Drumcutter Operator Premium	\$2.00/hr	Ratification
16.07	Control Room Operator Premium	\$4.50/hr	Ratification
Schedule A	Lead Hand Premium	\$1.00/hr	May 1, 2015
Schedule A	Acting Supervisor Premium	\$2.00/hr	Ratification
Schedule A	Gas Fitter Premium	\$0.35/hr	May 1, 2015
Schedule A	Pressure Ticket Premium	\$0.35/hr	Ratification

16.01 SHIFT DIFFERENTIAL

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

- i. Effective May 1, 2015, the shift premium will be increased to Two Dollars and Thirty Cents (\$2.30) per hour.
- ii. Effective May 1, 2016, the premium will be increased to Two Dollars and Thirty-Five Cents (\$2.35) per hour.
- iii. Effective May 1, 2017, the premium will be increased to Two Dollars and Forty Cents (\$2.40) per hour.

16.02 WEEKEND PREMIUM

Effective date of ratification, a premium in the amount of One Dollar and Sixty Cents (\$1.60) per hour shall be paid for all work performed by employees on their regularly assigned shifts on Saturday and Sunday.

16.03 UNDERGROUND PREMIUM

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

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

16.04 MINE RESCUE / ERT PREMIUM

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

16.05 BORER MINER OPERATOR PREMIUM

Effective date of ratification, a premium in the amount of Four Dollars and Fifty Cents (\$4.50) shall be paid for all work performed by those operators who have bid into the Borer Operator positions, or who are permanently placed into the role as a result of not enough applicants.

16.06 DRUMCUTTER OPERATOR PREMIUM

Effective date of ratification, a premium in the amount of Two Dollars (\$2.00) shall be paid for all work performed by those operators who have bid into the Drumcutter Operator positions, or who are permanently placed into the role as a result of not enough applicants.

16.07 CONTROL ROOM OPERATOR PREMIUM

Effective date of ratification, a premium in the amount of Four Dollars and Fifty Cents (\$4.50) shall be paid for all work

performed by those operators who have bid into the Control Room Operator positions, or who are permanently placed into the role as a result of not enough applicants.

ARTICLE 17. PUBLIC HOLIDAYS

17.01 The following days will be observed as public holidays during each calendar year: New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day and a floating statutory holiday.

With the exception of the floating statutory holiday, the named public holidays will be observed in the following manner:

- i. For those employees working on continuous shift work schedules, the holidays will be observed on the dates on which the holiday falls;
- ii. For all other employees, when any such holiday falls on a Saturday, the preceding Friday shall be considered as the holiday and where such holiday falls on a Sunday, the following Monday shall be considered as the holiday. When Christmas day falls on a Sunday, then the Monday following will be observed as Christmas Day and the Tuesday following as Boxing Day. When Boxing Day falls on a Saturday, then the preceding Friday will be observed as Boxing Day and the preceding Thursday will be observed as Christmas Day.
- iii. Employees who are regularly scheduled to work 12 hour shifts on Family Day will be required to work as scheduled and paid in accordance with the provisions of Article 17.

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

- i. Work performed on a public holiday shall be voluntary.
- ii. Employees working on a public holiday on a voluntary basis shall be paid two (2) times their base hourly rate for all hours worked, in addition to the eight (8) hours public holiday pay.
- iii. Employees working a compressed work week who are scheduled to work on a public holiday but are not required to work by the Company will receive their scheduled hours pay provided that they meet the conditions outlined in 17.04.
- iv. It is agreed by both parties that certain essential services will have to be maintained during such public holidays. For the purposes of this Article “essential services” will be Powerhouse Operators.
- v. Powerhouse Operators will be required to be present at work during the time of a public holiday. Overtime will be paid as per the CBA but will not be considered as voluntary overtime if the employee is scheduled to work the shift on which a public holiday falls.

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

option for the specific day shall be considered waived.

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

- i. If any of the holidays fall on an employee's regular scheduled rest day, the employee must, in order to qualify for pay for that holiday, work his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday. Absence due to death in the immediate family, (as defined in this Agreement), on either or both of the qualifying days shall not disqualify an employee for payment for the holiday. Absence on either the qualifying day before a holiday or the qualifying day after the holiday for reasons of the employee's sickness, accident, or authorized leave of absence shall not disqualify the employee for payment for the holiday. Absence due to sickness or accident must be proved by a doctor's certificate if required by the Company. Absence on both qualifying days for any reason other than death in the immediate family shall disqualify the employee for payment for the holiday.
- ii. In the event of a layoff, or recall that occurs within three (3) months from the date of layoff, the above named holidays shall be paid provided the employee has worked at least one complete shift during the fourteen (14) calendar day period immediately prior to, or immediately following, the observance of said holiday. If an employee is eligible to receive pay for Christmas Day or New Year's Day under this sub-section, the employee shall also be eligible for the other two (2) holidays which occur during the Christmas - New Year's period (Christmas Day, Boxing Day and/or New Year's Day).
- iii. If any of the holidays listed in the marginal paragraph

17.01, fall on an employee's regular scheduled work day, and the employee is not required to work on that day, the employee will receive scheduled hours pay for that day.

- iv. If a public holiday occurs during the employee's annual vacation and the employee would normally have been paid for the public holiday had the employee not been on vacation, the employee will qualify for public holiday pay for that day, or another day taken in lieu thereof as provided for in Article 17.03, in addition to the employee's vacation pay.
- v. An employee who qualifies for public holiday pay shall receive an amount equal to eight (8) hours pay at the base rate plus shift differential, if any, (but exclusive of any overtime payments) at the rate paid for the last shift worked prior to the holiday.

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

17.06

- i. To qualify for the floating statutory holiday an employee must have had at least one hundred and twenty (120) days continuous service with the Company immediately prior to the holiday. The floating statutory holiday shall be taken at a time which is suitable to both the Company and the employee. In the event that an employee has not taken a floating statutory holiday prior to the end of the calendar year, the employee shall receive a day's pay in lieu thereof. All the provisions of this Article 17 shall apply to the employee's floating statutory holiday in the same manner as to the other public holidays named in this subsection.
- ii. Payment for the floating statutory holiday shall be based

on the number of hours an employee is scheduled to work.

17.07 Advanced Vacation

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

ARTICLE 18. VACATIONS WITH PAY

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

18.01

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

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

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

18.03 In that vacation year that an employee first achieves eight (8) or fifteen (15) years of service with the

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

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

ARTICLE 19. UNION SECURITY

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

19.02 Notwithstanding marginal paragraph 19.04 below, the Company shall honour a written assignment of wages from the Union on behalf of the employees. The assignments shall be in the form agreed to between the Company and the Union.

19.03 Unless an assignment is revoked in writing delivered to the Company, the Company shall remit the amounts assigned to the Union at least once each month, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. If an assignment is revoked, the Company shall give a copy of the revocation to the Union as soon as possible. There shall be no financial responsibility on the part of the Company for fees or assessments of any employee unless there are sufficient unpaid wages of that employee in the Company's hands.

19.04

- i. The Company shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union Dues in the amount certified by the Union to the Employer to be currently in effect under the Union's Constitution. Such deductions shall be made from each pay period and shall be remitted to the officer designated in writing by the Union. The Company will, at the time of making each such remittance, name the employees from whose pay the deductions have been made and the amount of each deduction, and complete the U.S.W. form R-115.

- ii. Notwithstanding any provisions contained in 19.04 (i) there shall be no financial responsibility on the part of the Company for the dues of any employee unless there are sufficient unpaid wages of the employee in the Company's hands.

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

19.06 Education and Training Fund

- i. Effective date of ratification the Employer shall administer and forward to the Union the sum of Ten Cents (\$0.10) per hour per employee for each hour worked for education and training of Union members.
- ii. The money shall be made payable to USW Local Union 7552 Education and Training Fund, 110A-2103 Airport Drive, Saskatoon, SK, S7L 6W2 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

19.07 Pay for Retirees

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

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

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

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

19.09 Executive Lists, Office Space

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

ARTICLE 20. INDENTURED APPRENTICE TRAINING

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

20.02

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

1st year	Tradesperson D
----------	----------------

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

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

- ii. The Company will pay a Five Thousand Dollar (\$5,000) completion bonus to the employee upon receiving a journeyperson certificate.

20.03 For apprentices absent from the job due to attendance at the provincial apprenticeship school, the Company will pay apprentices their regular pay less the allowance paid from government sources. Such make-up pay is limited to eight (8) hours per day and forty (40) hours per week while in attendance at such school. Should apprentices fail to pass the school term and be permitted to repeat, the Company shall not be obligated to pay apprentices as provided herein while they are repeating their school term.

20.04 All vacancies for Indentured Apprenticeships shall be advertised by the Company in accordance with the job posting provisions of marginal paragraph 15.02 of this Agreement.

20.05 Non-Ticketed Rate for Apprentices.

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

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

ARTICLE 21.

BENEFITS

21.01 The following subsidies with respect to medical plan, sickness and accident, long term disability, personal health care hours, group life insurance, accidental death and dismemberment and dental plan, shall be in effect during the term of this Agreement.

All insurance terms and definitions included in the policy of the commercial insurer, which are not contrary to this agreement, will apply provided such policies shall not be changed to reduce benefits in any way during the life of the agreement. For the purpose of group life insurance, a

retiree is defined as a person who has retired from active service after age 65 or anytime after reaching age 55 with at least 20 years of service with the company.

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

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

i. MEDICAL

The Company will pay one hundred percent (100%) of the actual premium cost per employee per month for both married and single employees under the Extended Health Benefit Plan of M.S.I. or an equivalent plan. Under this Plan, optical coverage is provided as follows:

Reimbursement of eighty percent (80%) to a maximum of Three Hundred and Fifty Dollars (\$350) for a complete set of prescription glasses or a set of contact lenses or an eye examination or laser eye surgery or any combination of the above per employee and dependants once every twenty-four (24) consecutive months (twelve (12) consecutive months for persons under eighteen (18) years of age).

ii. SICKNESS AND ACCIDENT

A Weekly Indemnity Plan, carried by a commercial insurer, will provide eligible employees with benefits commencing on the first day of hospitalization or disability due to accident

and on the fourth day of disability due to sickness and continuing for a period of disability up to twenty-six (26) weeks. No benefits will be paid under the Plan for compensable accident or disease. For disabilities occurring after the date of ratification of this agreement, the amount of weekly benefit will be seventy percent (70%) of an employee's hourly base rate at the date of disability times forty (40) hours to a maximum benefit of One Thousand Three Hundred and Eighty Five Dollars (\$1385) per week. The Company will pay the entire cost of this plan.

An employee must be actively at work at the date of disability to receive benefits which have been increased at that date.

Disability shall be defined as: when an employee is prevented from performing the duties of the employee's regular occupation solely because of non-occupational injury, non-occupational disease or pregnancy.

An employee will be eligible for coverage under the Plan upon completion of their probationary period.

The Plan is to be registered with the UIC. The benefit amount will be maintained at the required level for premium reduction under that Plan, and the reduction in UIC premiums resulting from such registration will be directed towards the Company's portion of the premium cost of the Weekly Indemnity Plan.

iii. LONG TERM DISABILITY

A Long Term Disability Plan, carried by a commercial insurer, will provide monthly benefits that will commence at the expiry of benefits under the Weekly Indemnity Plan described in (2) of this Article, provided that an employee continues to be disabled. Employees will be eligible for

coverage under the Plan upon completion of their probationary period.

Benefits will continue providing that, after twenty-four (24) months of Long Term Disability benefits, an employee's medical status will be reviewed and benefits will continue only if the employee is unable to engage in any reasonable occupation for which the employee is, or becomes, qualified for by education, training or experience.

Notwithstanding the above, the maximum benefit period for all active employees who become disabled after May 1, 1994, will continue until age sixty-five (65). All benefits will cease at the earliest of recovery from disability, return to work, retirement or death.

Benefits under the Long Term Disability Plan will be equal to seventy percent (70%) of an employee's hourly base rate at the date of disability times 173 1/3 hours, to a maximum benefit of Six Thousand Dollars (\$6000) per month for disabilities occurring after date of ratification. The Company will pay the entire cost of the plan.

An employee must be actively at work at the date of disability to receive benefits which have been increased at that date.

Any disability benefits received by the employee from Worker's Compensation, the Canada Pension Plan or other government plans in respect of such disability will be deducted from the benefits under this Plan.

An employee who cannot, or should not, work because of illness or injury 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 subsequent to:

- 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 an employee continued to be totally disabled as defined herein, the leave will be continued as specified in marginal paragraph 21.01 (3), Long Term Disability.

iv. PERSONAL HEALTH CARE HOURS

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

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

Years of Completed Service as at July 1st	Hours in Period of July 1st to the Succeeding June 30th
1	16
2	24
3	32
4	40
5 or more	64

Personal health care hours must be taken as part of the required three-day waiting period before an employee

becomes eligible for sickness and accident benefits under Article 21 of this Agreement.

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

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

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

Personal health care hours which have not been taken or banked on or before July 1 of any year shall be paid off. In the event an employee leaves the employ of the Company for any reason, unused personal health care hours will be paid out.

v. GROUP LIFE INSURANCE

- a. The Group Life Insurance Plan shall provide the following coverage:
 - i. For all employees up to age seventy one (71), the life insurance will be two (2) times the previous year's annual earnings with a minimum coverage at 2 x 2080 hours x employee's base rate with the total cost paid by the Company.

- ii. For employees reaching age seventy two (72), life insurance to be reduced to 65% of the previous years annual earnings with a minimum coverage of 65% x 2080 hours x employees base rate (whichever is greater) with the total cost paid by the Company.
- iii. For employees reaching age seventy-five (75), life insurance to be reduced to 50% of the previous year's annual earning with a minimum coverage of 50% x 2080 hours x employee's base rate (whichever is greater) with the total cost paid by the Company.
- iv. For employees who became a retiree on or after October 2, 2003, life insurance to be reduced to Five Thousand Dollars (\$5,000) at which level it will remain constant.
- v. For employees who became a retiree prior to October 2, 2003, life insurance to be reduced to Two Thousand Five Hundred Dollars (\$2500) and to reduce by a further Three Hundred Dollars (\$300) each year thereafter to a residual amount of One Thousand Dollars (\$1000) at age seventy (70) at which level it will remain constant.

Revisions to the coverage will be made on April 1 of each year following totalling of annual earnings and amounts of coverage will remain constant for a twelve (12) month period. For an employee on disability, coverage will be based on the employee's base hourly rate at the time of disability times 2080 hours x 2 and will be frozen during the period of disability.

An employee who is off work on the date of any future benefit increase shall not be eligible for the increase until the employee actually returns to work.

- b. Employees will have the option of applying for additional insurance in units of Ten Thousand Dollars (\$10,000), up to a maximum of One Hundred Thousand Dollars (\$100,000), at the employee's expense and paid by payroll deduction, subject to the terms, additions, and rates of the insurance company.

vi. ACCIDENTAL DEATH AND DISMEMBERMENT

The Accidental Death and Dismemberment Plan shall provide coverage for non-occupational death and dismemberment at two (2) times previous year's annual earnings with a minimum coverage at 2 x 2080 hours x employee's base rate. Revisions to the coverage will be made on April 1 of each year following totalling of annual earnings and amounts of coverage will remain constant for a twelve (12) month period. For an employee on disability, coverage will be based on the employee's base hourly rate at the time of disability times 2080 hours x 2 and will be frozen during the period of disability.

The entire cost of the benefit is paid for by the Company. No benefits are payable for death and dismemberment due to acts of war, while participating as a pilot or member of a flight crew, or for intentionally self-inflicted injury.

An employee who is off work on the date of any future benefit increase shall not be eligible for the increase until the employee actually returns to work.

vii. DENTAL PLAN

A Dental Plan shall provide for payment of one hundred percent (100%) of the basic services, commonly referred to as "Plan A," and provide for payment of seventy-five percent (75%) of the dental services commonly referred to as "Plan B" effective upon ratification.

Effective the first pay period thirty days following ratification, "Plan C" (orthodontics) will be increased to a lifetime maximum benefit of Two Thousand Two Hundred and Fifty Dollars (\$2250) per employee and dependent. Premiums for the Plan will be paid by the Company. Employees and their dependents will be eligible for this coverage the first of the month following six (6) months of continuous service. Dependents to be covered are an employee's spouse and unmarried dependent children under age twenty-five (25) residing in Saskatchewan.

Participation in the Plan is compulsory for all employees with the exception of an employee already covered as a dependent under a group dental plan, providing at least equal benefit, through the employee's spouse or parent. In such cases participation shall be waived provided that satisfactory evidence of the other plan is provided to the Company.

viii. PARAMEDICAL COVERAGE

Effective upon Ratification, a Seven Hundred and Fifty Dollars (\$750) combined annual maximum per participant per calendar year for the following:

- a) acupuncture,
- b) chiropractic,
- c) massage therapist,
- d) naturopath,
- e) physiotherapist,
- f) podiatrist/chiropracist,

g) speech language pathologist.

ix. MATERNITY BENEFITS

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

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

21.02 Should an employee be laid off, the Company will continue the following benefits for up to six (6) months from

the date of layoff: Medical, Life Insurance, Dental and Accidental Death and Dismemberment.

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

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

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

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

certificate of service signed by the Clerk of the Court to the Company before payment is made.

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

ARTICLE 22. WAGES AND TRAINING

22.01

- i. The Company shall pay basic wage rates to its employees in accordance with the wage scale shown in Schedule A, which forms part of this Agreement.
- ii. An employee's advancement on this wage scale will be dependent on skills the employee has acquired in accordance with the procedures outlined in the Company's prescribed training program.
- iii. The Company will make training available to employees from time to time in accordance with its requirements. The opportunity for training shall be made available in accordance with the seniority provisions of this Agreement.
- iv. The determinations as to whether or not an employee has acquired the necessary skills and proficiency to warrant promotion shall be made by the Company. This shall be done in a fair and equitable manner.
- v. The Company will review problems arising from this clause with a Committee elected or appointed by the Union.

22.02

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

- ii. The employee's acquisition of skills and knowledge during the progression through the training program is satisfactory to the Company.
- iii. The employee does not elect during the term of the training program to forego any training provided by the Company. An employee who elects to forego training during the course of a training program will be maintained at the hourly base rate of the Occupational Classification the employee has attained until such time as the employee elects to re-enter the training program and is again accepted by the Company.
- iv. Upon acceptance to a training program an employee will be slotted at an Occupational Classification commensurate with the employee's skills and knowledge as related to the program being entered.
- v. An employee who is accepted for entry to the training program will normally advance from one Occupational Classification to the next at intervals of not more than twelve (12) months provided the employee successfully demonstrates the qualifications to advance by practical, oral or written examinations from time to time. The Company shall determine qualifications in a fair and equitable manner.

22.03 Joint Training Committee

- i. The Company and the Union recognize the importance of assisting employees to improve their knowledge and skills so that each employee may realize advancement in responsibility and pay.

- ii. To further this goal the Company and the Union shall establish a Joint Training Committee. The Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the Company. The Union members shall be two (2) employees from surface

and two (2) from underground, Names of the Joint Training Committee members shall be posted in the workplace.

- iii. The responsibilities of the Joint Committee will be to:
 - a. Review training procedures and guidelines used in job training and advancement programs.
 - b. Review the written, oral and practical examinations which plant supervision will use to evaluate employee skills and knowledge.
 - c. Meet from time to time to discuss problem areas and to make recommendations for changes to the training system.

ARTICLE 23. TECHNOLOGICAL CHANGE

23.01 Technological Change

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

date on which such change is to be effected. Such notice shall be in writing and shall state:

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

employee's seniority and employment rights will be terminated.

ARTICLE 24. PAYDAYS

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

ARTICLE 25. ENTIRE AGREEMENT

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

SIGNATURE PAGE

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

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

Bargaining Representatives of Agrium,
Vanscoy Potash Operations



G. Rans



T. Steen



J. Sundquist



M. Hydromako



B. Tracksell



L. Gessell

Bargaining Representatives of the
United Steelworkers, Local 7552



M. Pulak



D. Kruger



G. Bedient



R. Prentice



J. Romanski



B. Warren



Z. Zemluk



D. Bellamy

ADDENDUM A

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

COST OF LIVING ALLOWANCE

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

Schedule A.

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

SCHEDULE A

Schedule "A" to the Collective Agreement between Agrium, Vanscoy Potash Operations and the United Steelworkers, CLC, for itself and on behalf of Local 7552, effective May 1, 2015.

OCCUPATIONAL CLASSIFICATIONS AND HOURLY BASE RATES

Operators	Maintenance & Powerhouse	Effective May 1, 2015 2.5%	Effective May 1, 2016 2.5%	Effective May 1, 2017 3%
	Journeyman Trades 2 nd Class Steam Engineer (Ticketed)	\$46.84	\$48.01	\$49.45
Journeyman Operator Journeyman Warehouse	Tradesperson (Non-Ticketed)	\$41.66	\$42.70	\$43.98
Operator A Warehouse A	Tradesperson A 3 rd Class Steam Engineer	\$37.48	\$38.42	\$39.57
Operator B Warehouse B Dryperson B	Tradesperson B 4 th Class Steam Engineer	\$34.00	\$34.85	\$35.90
Operator C Warehouse C Dryperson C Labourer C	Tradesperson C	\$30.51	\$31.27	\$32.21
Operator D Warehouse D Dryperson D Labourer D	Tradesperson D	\$27.19	\$27.87	\$28.70

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

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

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

ADDENDUM B PENSION

i. Minimum Basic Benefit

- a. Effective May 1, 2014: the Minimum Basic Benefit is Sixty Eight Dollars and Fifty Cents (\$68.50)/month/full and partial year of Credited Service
- b. Effective May 1, 2015: the Minimum Basic Benefit is Seventy Dollars and Fifty Cents (\$70.50)/month/full and partial year of Credited Service
- c. Effective May 1, 2016: the Minimum Basic Benefit is Seventy Two Dollars (\$72.00)/month/full and partial year of Credited Service
- d. Effective May 1, 2017: the Minimum Basic Benefit is Seventy Three Dollars and Fifty Cents (\$73.50)/month/full and partial year of Credited Service

ii. Maximum Basic Benefit

- a. An employee hired after May 19th, 2000 will be subject to a maximum basic benefit as determined under Section C (i) of Ninety Dollars (\$90.00) /month/year of credited service.

AGRIUM INC.
AGRIUM PENSION PLAN
FOR POTASH UNIONIZED EMPLOYEES
PENSION PLAN AGREEMENT

2015

INDEX

<u>Subject</u>	<u>Page</u>
Article 1.	Employees Covered by the Agreement 84
Article 2.	Term 84
Article 3.	Pension Plan 84
Article 4.	Administration of the Plan 84
Article 5.	Cost of Plan 88
Article 6.	No Obligation Until Agreement Accepted 88
Article 7.	Settlement of Differences under the Plan 88
Article 8.	The Plan 88

PENSION PLAN AGREEMENT

This Agreement is effective on the 1st day of May 2015.

BETWEEN:

UNITED STEELWORKERS CLC for itself and on behalf of
Local 7552, (hereinafter called "the Union")

OF THE FIRST PART

AND:

AGRIUM INC.
(hereinafter called "the Company")

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

Article 1. Employees Covered by the Agreement

The word, "employees", as used in this Agreement, means all employees of the Company in its Potash Operation who are covered by the Collective Agreement between the Union and the Company, and located at the mine site situated approximately four miles North of No. 7 Highway between Vanscoy and Delisle, Saskatchewan.

Article 2. Term

This Agreement shall be effective from the 1st day of May 2015 and shall terminate on the 30th day of April 2018.

Article 3. Pension Plan

It is the intention of this Agreement to renew and continue the Agrium Pension Plan For Potash Unionized Employees (formally the Cominco Fertilizers Potash Union Pension, 1993) as in effect from May 1, 1993 (hereinafter called "the Plan"), incorporating retirement benefits as hereinafter set out for employees of the Company to which this Agreement is applicable. The Plan is amended and restated effective May 1, 2015 and shall remain in effect during the term of this Agreement and shall apply to employees in the employ of the Company during said term. The Plan was last amended and restated May 1, 2012.

Article 4. Administration of the Plan

(i) There shall be established a Committee, called the "Joint Committee", composed of six members, three appointed by the Company, one of whom shall act as Chairman of the Committee, and three appointed by the Union. The Company and the Union shall each appoint alternates for their respective members. In the event a member of the Joint Committee is absent from a meeting of the Joint Committee, an alternate

shall attend and when in attendance shall exercise the duties of a Committee member. Either the Company or the Union at any time may remove a member or alternate appointed by it and shall appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

(ii) The Joint Committee shall meet, at the call of the Chairman or his alternate after due notice to all members, at such times and for such periods for the transaction of such business as may be determined by the Joint Committee. The Chairman or his alternate shall call a meeting if requested to do so in writing by a Union Committee Member.

(iii) To constitute a quorum for the transaction of business, the presence of two of the members appointed by the Company and two of the members appointed by the Union shall be required. At all of its meetings the member or members present appointed by the Company shall have in the aggregate a total of one vote to be cast on behalf of the Company, and the member or members present appointed by the Union shall have in the aggregate a total of one vote to be cast on behalf of the Union.

(iv) The compensation and expenses of the Company members shall be paid by the Company and compensation and expenses of the Union members shall be paid by the Union.

(v) The Joint Committee shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor to change any benefit provided under this Agreement, or to waive or to fail to comply with any requirements of eligibility provided for benefit under this Agreement. The Joint Committee, however, shall determine the procedures necessary to implement the terms and benefits set out in this Agreement and any modifications to these procedures.

(vi) Where it is necessary to determine the age, service, earnings, marital status, identity, existence, death or residence of any person or other matters relevant to the administration of the Plan for the purposes of the Plan, the same shall be determined by the Joint Committee, relying on such information in that respect as is furnished by the Company and such further evidence as may be required.

(vii) In the event of a difference between the Company and an Employee, Pensioner or Spouse with respect to the benefit entitlements of such Employee, Pensioner or Spouse due to a question of the establishment of the age, Credited Service, Credited Earnings or marital status, the Company shall refer the question to the Joint Committee. If the Joint Committee cannot reach a decision, the question shall be submitted to arbitration. The Arbitrator shall have authority only to decide the question pursuant to the provisions of the Plan, but shall not have authority in any way to alter, modify or amend the Plan. The decision of the Arbitrator on any question shall be final and binding on the Company, the Joint Committee and the Employee, Pensioner or Surviving Spouse.

(viii) Neither the Joint Committee nor any of its members, nor the Union or any officer or other representative of the Union, nor the Company or any officer or other representative of the Company shall have any liability to an Employee or widowed Spouse of an Employee or to a Pensioner or widowed Spouse of a Pensioner or to any other person because of any act or failure to act on the part of the Joint Committee or any of its members.

(ix) The Joint Committee shall furnish to the Company and the Union, as soon as reasonably may be after the end of each calendar year during the life of this Agreement, a written report of its activities during that year. As soon as reasonably may be after the termination of this Agreement, the Joint Committee shall furnish a written report setting out its activities since the submission of its last previous report, including a statement of benefits authorized by the Joint Committee during the period of this Agreement.

Article 5. Cost of Plan

The full cost of the Plan will be borne by the Company.

Article 6. No Obligation Until Agreement Accepted

There shall be no obligation whatsoever on the Company under this Agreement unless and until this Agreement is accepted and only so long as it continues to be accepted by the Minister of National Revenue so as to enable the Company to deduct all payments made hereunder from its income for income tax purposes in accordance with the Income Tax Act.

Article 7. Settlement of Differences under the Plan

Except as provided in Article 4(vii), all differences between the persons bound by or subject to this Agreement concerning the interpretation, application, operation or any violation of the Plan shall be settled, finally and conclusively, by the decision of the Joint Committee.

Article 8. The Plan

Section A. Definitions:

(i) **Commuted Value:** The aggregate value at a particular time of an employee's pension entitlements under the plan. This value shall be determined in accordance with the recommendations as amended from time to time of the Canadian Institute of Actuaries and with the provisions of the Saskatchewan Pension Benefits Act, 1992 and its Regulations.

(ii) **Credited Service:** An employee's Credited Service under the Plan shall consist of the total of the following periods on the Company rolls as an employee:

- (a) time actually worked by an employee for the Company;
- (b) for employees employed at Potash Operations before May 1, 1993, time actually worked by an employee for Cominco Ltd. up to April 30, 1993;
- (c) time spent by the employee on the Company's Weekly Indemnity Plan, or the Long-Term Disability Plan, provided that, with respect to time in excess of two (2) consecutive years, the employee is certified as being totally disabled by a medical practitioner;
- (d) time spent by the employee on Workers' Compensation benefits provided that such benefits arise out of, or in the course of, service with the Company and provided that, with respect to time in excess of two (2) consecutive years, the employee is certified as being totally disabled by a medical practitioner;
- (e) time spent on selected approved leaves of absence designated in writing as Service under the Plan by the Company's Manager, Potash Operations, provided that: such additional service does not exceed two (2) consecutive years. Service credits with respect to leaves of absence for union purposes shall be limited to three (3) consecutive years, provided benefits do not accrue for such service under another pension plan;
- (f) time on leaves of absence on account of military service with the Canadian Armed Forces during W.W. II (as is provided for under the Reinstatement in Civil Employment Act, 1946) or the Korean War (as is provided for under the Veteran Benefit Act, 1954);
- (g) Credited Service excludes any period of Company service while in receipt of a pension pursuant to this Plan; any period of Company service or Cominco Ltd. service in respect

of which a Commuted Value has been paid out; any period of Company service or Cominco Ltd. service while a member of the Cominco Defined Contribution Pension Plan; for employees hired at or transferred to Potash Operations on or after May 1, 1993, any period of Cominco Ltd. service.

(iii) **Credited Earnings:** of a Member shall, effective May 1, 1996, consist of the yearly average of the best sixty (60) consecutive months of Earnings prior to death, termination of employment or retirement. If the Member has fewer than five (5) years of Credited Earnings, the yearly average Earnings shall be calculated by dividing the Member's total Earnings by the number of full and partial years of Credited Service.

For Credited Earnings up to and including March 31, 2005 the following will be effective.

In the event a Member retires to pension and has any number of months of zero Earnings as a result of being on the Company's weekly indemnity plan or long term disability plan or from other non-working roll that qualifies as Credited Service, these months of zero Earnings will not be included in the calculation of the yearly average of the best sixty (60) consecutive months for the purpose of determining Credited Earnings. In such situations, additional consecutive months of Earnings prior to the sixty (60) consecutive months will be substituted for any months of zero Earnings. If such substitution of prior months results in less than five (5) years of Credited Earnings, the yearly average Earnings shall be calculated by dividing the Member's total Earnings by the number of full and partial years of Credited Service for which Earnings are included in the calculation.

Notwithstanding the above, for any Member retiring within five (5) years after September 30, 1996, the months of May 1996 through September 1996 will not be included in the period of sixty (60) consecutive months for the purpose of

determining Credited Earnings. In such situations, additional consecutive months of Earnings prior to the best sixty (60) consecutive months will be substituted for the months of May 1996 through September 1996. If such substitution of prior months results in less than five (5) years of Credited Earnings, the yearly average Earnings shall be calculated by dividing the Member's total Earnings by the number of full and partial years of Credited Service, excluding the months of May 1996 through September 1996.

For purposes of determining Credited Earnings on and after April 1, 2005, the following will be effective.

In the event a Member is on the Company's weekly indemnity plan or long term disability plan or from other non-working roll that qualifies as Credited Service, the Earnings for the period of time not worked during these periods of leave of absence will be determined using the Hourly Base Rate, at the beginning of the leave, times the number of hours in the Member's schedule not worked in the period and will be known as "Deemed Earnings". Earnings during a month that a Member has worked a partial month will reflect the actual Earnings received during the time worked, any paid sick absence hours (ie: Personal Health Care Hours used) and Deemed Earnings for the remainder of time not worked in the month. In addition to Deemed Earnings, any other prior Earnings paid to the Member during the period of the leave will also be included in the Credited Earnings determination.

Notwithstanding the above, for any Member affected by the temporary layoff from March 10, 2009 to April 7, 2009, Credited Earnings will be adjusted in accordance with this paragraph. In such situations, up to two consecutive months of Earnings received just prior to the best sixty (60) consecutive months will be substituted for the months of March 2009 and April 2009 if the amount of Earnings substituted in respect of the particular month is greater than

the Earnings received for that particular month. If the Member has less than sixty (60) months of Earnings, the Member's yearly average Earnings shall be the greater of: the Member's total Earnings divided by the number of full and partial years of Credited Service, and the Member's total Earnings excluding Earnings in March and April 2009 divided by the number of full and partial years of Credited Service excluding Credited Service in March and April 2009.

(iv) **Normal Form of Pension:**

- (a) for a member who does not have an eligible spouse, a pension equal to 100% of the Basic Benefit payable for his life;
- (b) for a member who has an eligible spouse, a pension equal to 97.9% of the Basic Benefit, payable for his life, with the eligible spouse receiving sixty percent (60%) of that pension after the death of the member for the remainder of the spouse's lifetime. The 97.9 percentage shall not apply where the Basic Benefit is equal to the Minimum Basic Benefit as determined under Section C (iii) (a) nor shall such percentage reduce the amount of Basic Benefit to less than the Minimum Basic Benefit as determined under Section C (iii) (a).

(v) **Optional Form of Pension:** for a member who has an eligible spouse, a pension equal to 100% of the Basic Benefit, payable for the retired member's life, with the eligible spouse receiving fifty percent (50%) of that pension after the death of the member for the remainder of the spouse's lifetime.

(vi) **Spouse** of a member or a former member means a person who at the relevant time is:

- (a) lawfully married to the member or former member; or
- (b) if there is not a qualifying Spouse under (a), a person who has lived with the member or former member in a marriage like relationship for at least one year immediately preceding the relevant time.

There shall be only one Spouse recognized at any particular time for the purposes of the Plan.

- (vii) **Earnings:** Effective from January 1, 2004 “Earnings” or gross Earnings means the actual earnings before income taxes are deducted, received by a Member from the Company for employment with the Company, inclusive of overtime, vacation pay, shift pay and other premium payments, but excluding incentive payments, profit sharing payments and other types of bonuses or performance-related payments.

Section B. Retirement Age and Pension Eligibility

- (i) **Normal:**

- (a) An employee retiring at age 65 will be entitled to the Normal Form of Pension.

- (b) If the employee's Spouse signs the waiver prescribed under the regulations to the Saskatchewan Pension Benefits Act, 1992 not more than 90 days before the employee's retirement date, an employee retiring at age 65 will be entitled to the Optional Form of Pension in lieu of the Normal Form of Pension.

- (ii) **Reduced Early:**

(a) An employee retiring at 55 years of age or over if he has at least 20 years of Credited Service will be entitled to the Normal Form of Pension with the benefits to which he is entitled reduced by one-half percent per month for each month from the date he retires to the earliest date at which he could have retired with an unreduced pension under clauses (i) or (iii) of this Section B. This reduction will continue as long as he receives pension benefits under this Plan.

(b) If the employee's Spouse signs the waiver prescribed under the regulations to the Saskatchewan Pension Benefits Act, 1992 not more than 90 days before the employee's retirement date, an employee retiring at 55 years of age or over if he has at least 20 years of Credited Service will be entitled to the Optional Form of Pension in lieu of the Normal Form of Pension with the benefits to which he is entitled reduced by one-half percent per month for each month from the date he retires to the earliest date at which he could have retired with an unreduced pension under clauses (i) or (iii) of this Section B. This reduction will continue as long as he receives pension benefits under this Plan.

(iii) **Special Early:**

(a) An employee retiring at 58 years of age or over if he has at least 30 years of Credited Service will be entitled to the Normal Form of Pension without further reduction.

(b) If the employee's Spouse signs the waiver prescribed under the regulations to the Saskatchewan Pension Benefits Act, 1992 not more than 90 days before the employee's retirement date, an employee retiring at 58 years of age or over if he has at least 30 years of Credited Service will be entitled to the Optional Form of Pension without reduction, in lieu of the Normal Form of Pension.

(iv) **Early Retirement Windows:**

Under special circumstances where redundancies occur due to reasons such as a curtailment in operations or automation, the Company and the Union may agree by means of a Letter of Understanding to temporarily vary the terms of (ii) Reduced Early and (iii) Special Early Retirement above. Such Letter of Understanding will be submitted to Revenue Canada for their approval.

(v) **Statutory Early:**

An employee or former employee is entitled to receive an actuarially reduced pension ten (10) years before his Normal Retirement date or any time thereafter up until his Normal Retirement date.

(vi) **Deferred Vested Pension:**

(a) Before January 1, 1994, an employee who terminates service with the Company after completing five (5) years of Credited Service or at least one (1) year of

Credited Service with a combination of age plus Credited Service equal to at least 45 will be entitled upon application to basic pension benefits upon attaining the age 65 or to Statutory Early benefits upon application during the 10 years before attaining age 65. In any such case his Credited Earnings shall be based on the highest five (5) years of his employment in his last 120 months of service, and his Credited Service shall be as defined in Section A (ii).

- (b) On or after January 1, 1994, an employee who terminates service with the Company after completing two (2) years of Credited Service will be entitled upon application to basic pension benefits upon attaining the age 65 or to Statutory Early benefits upon application during the 10 years before attaining age 65. In any such case his Credited Earnings shall be based on the highest five (5) years of his employment and his Credited Service shall be as defined in Section A (ii).

(vii) **Portability:**

Where an employee who has become entitled to a Deferred Vested benefit under Section B (vi) terminates employment with the Company and the former employee's right to recall, if applicable, has either expired or been waived, the former employee may elect, in lieu of the Deferred Vested benefit, to transfer the Commuted Value of his benefit to:

- (a) another registered pension plan, if that plan so permits and is acceptable under the Saskatchewan Pension Benefits Act, 1992;
- (b) an insurance company for the purchase of a deferred life annuity that is not commutable and that will not commence earlier than the earliest day on which a pension could have commenced according to the plan, using a contract approved under the Saskatchewan Pension Benefits Act, 1992;
- (c) an RRSP using a contract approved under the Saskatchewan Pension Benefits Act, 1992;

The Company will calculate the Commuted Value of the Deferred Vested benefit as at the date of the former employee's termination of employment or, if applicable, as at the date of waiver or expiration of the right to recall. The Company will notify the former employee of the amount.

The election must be made not more than sixty (60) days after the date the Company provides notice of the amount of the Commuted Value.

Where a former employee elects a transfer under this option, the amount transferred shall be the Commuted Value of the Deferred Vested benefit, plus interest from the date used in the Commuted Value calculation to the date of the transfer.

Interest shall be calculated using the same rate used in calculating the Commuted Value.

If the Commuted Value to which an employee is entitled on termination of employment does not exceed 20% of the "Years' Maximum Pensionable Earnings" (YMPE) established by the Canada Pension Plan for the year of termination, or if the annual amount of the deferred pension to which an employee is entitled on termination of employment does not exceed 4% of the YMPE for the year of termination, the Company may require that these benefits be paid in the form of a Commuted Value rather than a Deferred Vested Pension; and such benefits do not have to be locked in.

(viii) **Postponed Retirement**

(a) If an employee continues in the employ of the Company beyond age 65, he shall retire, or be deemed to have retired for the purposes of the Plan, not later than the first day of any month prior to the latest age at which the employee is allowed to commence to receive a pension under the terms of the Income Tax Act.

(b) An employee retiring after age 65 will be entitled to the Normal Form of Pension, commencing as of the date he retires or has been deemed to retire. The amount of such pension shall not be less than the greater of:

(1) the pension otherwise determined, taking into account the additional benefits accrued after the member reached the normal retirement age; and

(2) the actuarial equivalent of the pension that would have been payable if the member had retired at the normal retirement age.

(c) If the employee's Spouse signs the waiver prescribed under the regulations to the Saskatchewan Pension Benefits Act, 1992 not more than 90 days before the employee's retirement date, an employee retiring after age 65 will be entitled to the Optional Form of Pension in lieu of the Normal Form of Pension.

Section C. Benefits Payable

(i) **Basic Benefit:** A yearly Basic Benefit, to be paid in monthly instalments, consisting of the sum of:

(a) One percent of either the employee's Credited Earnings or the "Years' Maximum Pensionable Earnings" established by the Canada Pension Plan for the year of

retirement during the term of this Agreement, whichever is the lesser, times his years of Credited Service, and

- (b) Seven-tenths of one percent of the employee's Credited Earnings which are in excess of the said "Year's Maximum Pensionable Earnings" times his years of Credited Service.

The above amount of pension shall not be less than the Minimum Basic Benefit as determined under Section C (iii) (a) below and, where applicable, shall not exceed the maximum Basic Benefit under Section C (iii) (b) below.

The resultant calculation above is subject to any early retirement reduction under Section B. In addition, an employee will be entitled to any vested Supplementary Benefit under Section C (ii) below.

(ii) Supplementary Benefits: An employee who retires before age 65 but after attaining age 55 and with 20 years of Credited Service at the date of retirement shall be entitled to an additional monthly payment of \$20.00 for each year of Credited Service reduced by one-half of 1% per month for each month from the date he retires to the earliest date at which he could have retired with an unreduced pension under clauses (i) or (iii) of Section B. This reduction shall not apply to an employee who retires after attaining age 58 with 20 years of Credited Service at the date of retirement. For a partial year of Credited Service the payment shall be prorated. This payment shall continue until the employee attains 65 years or until his death, whichever first occurs.

(iii) Minimum Basic Benefit

- (a) An employee who retires, dies or terminates employment with a vested pension entitlement will

receive his entitlement calculated on the greater of the following:

(1) Basic Benefit under Section C (i) prior to any early retirement reduction, or

(2) the Minimum Basic Benefit in effect at date of retirement, death or termination of employment, as described below:

- Effective May 1, 1999, the Minimum Basic Benefit is \$44/month/full and partial year of Credited Service.
- Effective May 1, 2000, the Minimum Basic Benefit is \$46/month/full and partial year of Credited Service.
- Effective May 1, 2003, the Minimum Basic Benefit is \$47/month/full and partial year of Credited Service.
- Effective May 1, 2004, the Minimum Basic Benefit is \$48/month/full and partial year of Credited Service.
- Effective May 1, 2005, the Minimum Basic Benefit is \$49/month/full and partial year of Credited Service.
- Effective February 6, 2007, the Minimum Basic Benefit is \$52/month/full and partial year of Credited Service.
- Effective May 1, 2007, the Minimum Basic Benefit is \$53.50/month/full and partial year of Credited Service.

- Effective May 1, 2008, the Minimum Basic Benefit is \$55/month/full and partial year of Credited Service.
- Effective May 1, 2009, the Minimum Basic Benefit is \$60/month/full and partial year of Credited Service.
- Effective May 1, 2010, the Minimum Basic Benefit is \$62.50/month/full and partial year of Credited Service.
- Effective May 1, 2012, the Minimum Basic Benefit is \$66.00/month/full and partial year of Credited Service.
- Effective May 1, 2013, the Minimum Basic Benefit is \$67.50/month/full and partial year of Credited Service.
- Effective May 1, 2014, the Minimum Basic Benefit is \$68.50/month/full and partial year of Credited Service.
- Effective May 1, 2015, the Minimum Basic Benefit is \$70.50/month/full and partial year of Credited Service.
- Effective May 1, 2016, the Minimum Basic Benefit is \$72.00/month/full and partial year of Credited Service.
- Effective May 1, 2017, the Minimum Basic Benefit is \$73.50/month/full and partial year of Credited Service.

- (b) An employee hired after May 19, 2000 will be subject to a maximum Basic Benefit as determined under Section C (i) of \$75 per month per year of Credited Service.

Effective May 1, 2015, an employee hired after May 19, 2000 will be subject to a maximum Basic Benefit as determined under Section C (i) of \$90 per month per year of Credited Service.

- (c) (1) An employee who retired between May 1, 1999 and April 30, 2000 and who received an immediate monthly pension will receive an increase to his pension retroactive to his date of retirement, if required to bring his Basic Benefit up to \$44/month/year of Credited Service, reduced by the appropriate early retirement reduction factor used in the Basic Benefit calculation.

(2) An employee who retired between May 1, 2000 and May 19, 2000 and who received an immediate monthly pension will receive an increase to his pension retroactive to his date of retirement, if required to bring his Basic Benefit up to \$46/month/year of Credited Service, reduced by the appropriate early retirement reduction factor used in the Basic Benefit calculation.

(iv) Maximum Pension Benefit: Notwithstanding anything to the contrary in this Agreement, the benefits payable under this Plan, as well as benefits provided by any other plan of the Company registered under the Income Tax Act, payable to an employee on retirement, termination of service or termination of the Plan, will not exceed the maximum annual pension stipulated in Paragraph 9(g) of Information Circular 72-13R8 issued by Revenue Canada Taxation or any other maximum annual pension replacing that so stipulated which is set forth in

the Income Tax Act (Canada) or its related regulations or administrative rules, all as may be amended or restated from time to time. This maximum is described in the Plan Document.

(v) Spousal Benefits:

- (a) The surviving eligible Spouse of a retiree will, upon the death of the retiree, be entitled to the pension payable to the Spouse under the form of pension (Normal or Optional) which was elected by the retiree.

- (b) Benefits to a Spouse of an employee or former employee dying before receiving a pension or a Commuted Value pursuant to this Plan shall be payable as hereinafter set out; such benefits to be payable either as a Commuted Value and transferred to one of the vehicles described in Section B (vii) (a) (b) or (c), a lump sum payment, or as a pension payable to the Spouse for his or her lifetime, commencing on the date of death of the employee or former employee:
 - (1) provided the employee died in the service of the Company and if the employee had completed 15 years of Credited Service at the date of death or if the employee's age plus Credited Service totalled 60 or more with at least 10 years of Credited Service, the Spouse of an employee who qualifies under this provision shall be entitled to one-half (1/2) of the employee's basic pension benefit calculated as if he were 65 years of age at the date of his death but based on his actual Credited Earnings and his actual Credited Service at the earlier of his date of death and the date he attained age 65;

 - (2) if an employee or former employee dies after the earliest date at which he could have elected to retire under Section B (i), (ii) or (vi), the deceased employee's Spouse will be entitled to a pension equal to the greater

of that provided under Section C(v)(b)(1) above, if any, and a pension equal to sixty percent (60%) of the pension the deceased employee or former employee would have been entitled to had he retired on the earlier of his date of death or termination of service;

(3) if an employee or former employee dies before the earliest date at which he could have elected to retire under Section B (i), (ii) or (vi), provided the former employee has not received a Commuted Value under Section B (vii), the Spouse of the deceased employee or former employee will be entitled to a benefit equal to the greater of the Commuted Value of the benefit payable under Section C(v)(b)(1) above, if any, and the Commuted Value of the deceased employee's or former employee's accrued pension benefit which he would have been entitled to under Section B (vii) had he terminated employment on the earlier of his date of death or termination of service.

- (c) Spousal benefits shall be in addition to any benefits receivable by a Spouse under the Canada Pension Plan and shall be payable until his/her death.
- (d) No Spouse shall be entitled to receive a duplication of benefit under this Plan. In the event a Spouse becomes the widow/er of more than one employee or pensioner he/she shall be entitled to pension benefits only with respect to one spouse in respect of one period of time.

(vi) Death Benefits:

If an employee or former employee who has no Spouse or whose Spouse has waived their entitlement to any death benefit in accordance with the provisions of the Saskatchewan Pension Benefits Act 1992 and its Regulations, dies before retiring with a Pension pursuant to the Plan, a Commuted Value equivalent to the deceased employee's (or former employee's) accrued pension benefit as of his date of death will be paid to the beneficiary designated by the deceased employee under the Plan, or, failing that, to the deceased employee's estate.

(vii) General Provisions:

(a) Except as permitted under Section C (vii)(a)(8) and subject to the applicable statutes of the Province of Saskatchewan and the portability and commutation provisions of any other section of the Plan, no benefit, right or interest provided under the Plan shall be:

(1) capable of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, seizure, attachment or other legal or equitable process; and

(2) capable of being given as security or surrendered;

and, for the purposes of this section:

(3) assignment does not include assignment by the legal representative of a deceased individual on the distribution of the individual's estate; and

(4) surrender does not include a reduction in benefits to avoid the revocation of the registration of the Plan under the Income Tax Act (Canada) and its

related regulations or administrative rules, as amended or restated from time to time.

(5) Notwithstanding the above, application by any person or agency on behalf of a retired Employee, Spouse of a deceased Employee or Pensioner, or other person may be made to the Joint Committee and the Committee may make payment to any such person or agency on behalf of a retired Employee, Spouse of a deceased Employee or Pensioner, or other person entitled to benefit, where the retired Employee, Spouse of a deceased employee or pensioner, or other person is by reason of infirmity, illness, mental or physical disability or other cause incapable of managing his or her own affairs.

Such incapacity shall be established by a medical practitioner or by a court of competent jurisdiction. In such event, the applicant may request a change in the manner in which the Benefits are paid on behalf of the retired Employee, Spouse or a deceased Employee or Pensioner or other person, which change must be consented to by the Committee, and which consent shall not be unreasonably withheld.

(6) The method of funding monies required for the payment of all benefits under the terms and conditions of the Plan and for investment of such monies shall be decided by the Company with due regard to the provisions respecting funding and investment of Pension Fund monies as are prescribed by the applicable Provincial or Federal Government statutes and regulations.

(7) A written explanation shall be given to each employee of the terms and conditions of the Plan and any amendments thereto applicable to him, together

with an explanation of the rights and duties of the employee with reference to the benefits available to him under the terms of the Plan.

(8) **Marriage Breakdown:** Notwithstanding any other provision of the Plan, in the event of a marriage breakdown, where part of a pension benefit of an employee, pensioner or former employee is required to be distributed to his Spouse under a court order, an agreement between the spouses or an assignment under an applicable federal or provincial statute, a Pension Benefit may be adjusted or assigned so that it becomes payable as two separate pensions, one to the employee, pensioner or former employee and the other to his Spouse, provided that the aggregate of the Commuted Values of the two pensions is equal to the Commuted Value of the original Pension Benefit and provided that a subsequent Spouse of the employee, pensioner or former employee will not be entitled to any portion of the assigned Pension Benefit.

Section D. Plan Document

It is hereby agreed that the Agrium Pension Plan For Potash Unionized Employees shall incorporate the terms of this Agreement.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and upon the employees referred to herein.

ADDENDUM C LETTERS OF UNDERSTANDING

Number	Date	Title
1	July 22, 2015 Revised	Mine Rescue & Emergency Response and Competition Team Training Rates of Pay
2	July 22, 2015 Renewed	Indentured Apprenticeship Agreement
3	July 22, 2015 Revised	Preferred Shift
4	July 22, 2015 Renewed	Safety Liaison
5	July 22, 2015 Renewed	Accommodation Advisory Committee
6	July 22, 2015 Revised	Third Class Steam Engineers
7	July 22, 2015 Revised	Summer Students
8	July 22, 2015 Revised	Worker Led Safety Initiative
9	July 22, 2015 Revised	Performance Management Process
10	July 22, 2015 New	Job Sharing
11	July 22, 2015 New	Company Paid Union Time
12	July 22, 2015 New	1 st & 2 nd Class Steam Engineer Premium
13	July 22, 2015 New	Apprenticeship Job Postings
14	July 22, 2015 New	Initial Schedule Fill

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

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of it's Local 7552

(Hereinafter called the "Union")

Revised Date: July 22, 2015

Competition Team Pay

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

#2 - INDENTURED APPRENTICESHIP AGREEMENT

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Renewed Date: July 22, 2015

PREAMBLE

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

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

Electrical
Industrial Instrument Mechanic
Heavy Duty Mechanic
Industrial Mechanic
Carpentry
Steamfitter - Pipefitter
Welder
Painter

TERM OF AGREEMENT

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

SELECTION PROCESS

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

1) Education

The standard for entry into each trade program shall be Saskatchewan Grade 12 as well as the minimum requirements of the Provincial Apprenticeship Certification Process. Each employee who meets the education requirements will be further assessed on the following categories.

2) Mechanical Aptitude Test

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

3) Work Record

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

- i) Discipline Step System - to include absence without permission, safety violations and any related work infractions.

4) Performance Evaluation

Each prospective applicant(s) previous job evaluations and a recent evaluation done by a minimum of two (2) supervisors will be used in the assessment.

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

RATES OF PAY

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

The Company will pay a \$5000 Completion Bonus to the Employee upon receiving a journeyperson certificate.

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

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

Journeyman rates of pay will not be given until an employee receives his Journeyman's Certificate. The pay will be retroactive to the date the employee meets all requirements for certification up to a maximum of 60 calendar days.

TRAINING ALLOWANCES

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

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

APPRENTICESHIP FEES

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

- ❖ Employer Fee: The Company will pay for the cost to register the employee for apprenticeship training,
- ❖ Employee's Tuition fees: The Company will pay for the cost of the weekly tuition fee for technical training,
- ❖ Books: The Company will reimburse the employee for any costs associated with books and or manuals which are required for the training,
- ❖ Tradesperson Registration: The Company will provide reimbursement to an employee who challenges and successfully passes the journeyman examination.

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

GENERAL CONDITIONS

- 1) Existing Tradesmen (ticketed or non-ticketed) will be given consideration for entry into the Program in another trade only when there is no qualified applicant for the posted apprentice position. Active indentured apprentices cannot apply.
- 2) There will be a six (6) month probationary period in the trade. An apprentice may be removed from the Program and his apprenticeship agreement cancelled during such

probationary period, for just cause or upon the request of the employee. If the apprentice ceases to be in the Program, he/she shall be returned to the job classification he left to join the Program and other employees affected shall also return to their former jobs.

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

- 3) Any apprentice who fails a required training course twice on any level, will be removed from the Program.
- 4) Upon successful completion of the apprenticeship program employees are required to submit proof of certification to the company within 60 calendar days.
- 5) A Standard Evaluation Program will be used throughout the apprenticeship to evaluate the progress of apprentices. The evaluation is to be periodically completed by the immediate supervisor in consultation with the Journeyman Tradesman to which the apprentice is assigned to on the job and by instructors at the appropriate training institute. For trades in which no standard evaluation program is available, a program will be developed jointly between designated Company and Union Apprenticeship Committees.
- 6) The number of apprentices required for each or any trade and the number of apprentices at any level within any trade shall be determined by the Company.

- 7) Unsuccessful applicants will be required to re-apply for future postings. Paperwork from a previous application can be used if the new posting is within 365 days of the last posting.
- 8) Apprentices may transfer from one department to another (Mine or Mill) in the same trade subject to the following conditions:
 - i) A transfer can only be done within the first six (6) months of an apprenticeship.
 - ii) Transfer can only take place if another opening occurs in the same trade, within the time period outlined in (1).
 - iii) All eligible apprentices will be notified of the opening prior to the posting.
 - iv) The most senior apprentice will be given first consideration.
 - v) Transfer from one trade to another will not be considered at any time during an active apprenticeship term.

#3 - PREFERRED SHIFT

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: August 30, 1996

Revised Date: July 22, 2015

For the purposes of this Letter, Preferred Shifts shall be between Monday and Friday, Dayshift only. The following employees are considered as of July 22, 2015 to be permanent incumbents of those positions listed in Article 15.09

Mine Miscellaneous	Kevin Climenhaga Ron Wright Rick Palahicky Daryl Zoerb Larry Gran Dale Gorham Richard Hiibner Dave Thompson Aaron Van Dressar Dave Ponto Dale Bellamy
Mine Maintenance	Rob Levinton Darrell Kluchewski Gerry Scharback Gord Bedient
Surface Operations Support	Lanny Hoffer
Surface Yards	Rick Lefebvre
Surface Miscellaneous	Ken Dixon Jim Miller Emery Erickson James Kramchynsky Ralph Varhegi Larry Schlechter Owen Carlson
Surface Maintenance	Dave Caister Paul Turner Robert Lefebvre Dan Nahachewsky

#4 - SAFETY LIAISON POSITIONS

LETTER OF UNDERSTANDING

Between

AGRIUM
VANSCOY POTASH OPERATIONS
(Hereinafter called the "Company")

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
on behalf of its Local 7552
(Hereinafter called the "Union")

Renewed: July 22, 2015

A. PURPOSE

In the spirit of fostering an incident free safety environment with strong employee and labour relations, the Company and the Union agree to implement two (2) bargaining unit Safety Liaison positions, one for Underground and one for Surface. These positions will be filled by bargaining unit employees selected by the Union. The Union will put forward a candidate for each position and the Company will either approve or reject the candidates.

B. SCOPE

All the provisions of the current Collective Agreement in effect between the parties shall remain in effect and apply to these positions unless otherwise noted herein.

The terms and conditions of this letter and these positions shall only apply to the incumbents that are selected for the Safety Liaison positions. Should the current incumbents vacate the Safety Liaison positions for any reason during the term of the Collective Agreement, this Letter of Understanding immediately becomes null and void and terminates immediately unless both the Company and the Union agree to renew.

C. KEY JOB ELEMENTS

These positions will be under the direct supervision of an Agrium Mine or Mill Superintendent as applicable. The incumbents will be required, but not limited to, to perform the following duties:

- As required, attend OHC meetings and other meetings as determined by the Company with input from the Union.
- Promote Safety and the well being of our employees through participation in safety audits, the review of safety policies and procedures and occupational health and safety regulations and review new safety related programs, etc.
- Foster a higher level of company union communications and cooperation while at the same time actively work towards a proactive resolution of issues related to OH&S, Employee and Labour Relations
- Participate in investigations and follow up sessions as required, to situations involving OH & S issues or the current CBA or related issues for the site.

D. SHIFT SCHEDULE

The position is defined specifically as a day shift position.

The Safety Liaisons will be scheduled to work an 8 hour shift, five days a week from Monday through Friday, on a continuous basis starting at 7:00 AM and ending at 3:00 PM each day. Saturdays and Sundays are considered as days off and vacations and statutory holidays will be observed as per the collective agreement.

The company may allow the Safety Liaison's mobility throughout the Surface and Mine operations. At the request of a Safety Liaison, the Company may allow the Safety Liaison to tour the operations at different times and /or during different shifts. Such requests may not be unreasonably withheld.

E. RATES OF PAY AND OVERTIME

The Safety Liaison's will be paid at their current base hourly rate of pay as per schedule A of the CBA. Overtime and any other applicable premiums will be paid as per the terms of the collective agreement for day shift work.

Time spent in these positions will be considered as time worked for the purposes of progression training or job certification. However, the incumbent and their supervisor will work together to ensure that the employee maintains any plant site or trade certification(s) the employee held prior to accepting the position. The supervisor will ensure that any additional "tool time" / experience required to maintain such certification or level of skill proficiency will be provided to the employee throughout the term of their position. Time spent in this role does not constitute time towards an apprenticeship unless specifically working on the "tools" in the particular trade that the employee is apprenticing in.

As the Safety Liaison's availability on day shift is critical to the effective and efficient functioning of these positions, overtime hours that would cause them to miss one of their regularly scheduled day shifts should not be offered by the Company. Exceptions would be overtime related to an incident investigation or something deemed by the Company as an Emergency. They are eligible for any and all other available overtime as available.

As the intent of the Safety Liaison position is to foster and improve Company/Union communication and cooperation on the work site, it is imperative that these employees are on site as often as possible. Unless otherwise agreed to any time spent away from site for Union business will be covered by Articles 8.04 & 9.01 of the collective agreement.

If any off site Safety Liaison union business is proven to the satisfaction of the Company, to be of value to the ongoing function of these positions, the Company may agree to approve some or all of this off site time as paid leave, unpaid leave or as reimbursable Union leave as per Article 9.01(iii).

F. TERM

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

#5 – ACCOMODATION ADVISORY COMMITTEE

LETTER OF UNDERSTANDING

Between

AGRIUM
VANSCOY POTASH OPERATIONS
(Hereinafter called the "Company")

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
on behalf of its Local 7552
(Hereinafter called the "Union")

Original Date: November 15, 2012

Renewed: July 22, 2015

PREAMBLE

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

an as needed basis. The Company will determine which cases require input from the Committee.

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

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

TERMINATION OF AGREEMENT

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

#6 - THIRD CLASS STEAM ENGINEERS***LETTER OF UNDERSTANDING***

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Revised Date: July 22, 2015

SCOPE

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

The Company and Union agree that 3rd Class Steam Engineers operating under a 2nd Class permit shall be compensated on the same basis as non-ticketed Tradespersons/Journeyperson Operators until such time that they obtain their 2nd class steam ticket.

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

TERMINATION OF AGREEMENT

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

#7 - SUMMER STUDENTS**LETTER OF UNDERSTANDING**

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Revised Date: July 22, 2015

PREAMBLE

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

The following principles will apply to summer students:

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

The following are examples of jobs summer students can do:

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

TERMINATION OF AGREEMENT

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

#8 - WORKER LED SAFETY INITIATIVE

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Revised Date: July 22, 2015

PREAMBLE

The Company and Union believe that world class safety cannot be achieved without a culture of employees looking out for each other. In the spirit of fostering an incident free safety environment with strong employee and labor relations, the Company and the Union agree to initiate an hourly employee led safety observation and coaching process based on the guidelines listed below. The Union will put forward a candidate for the position and the Company will either approve or reject the candidate.

TERM OF AGREEMENT

The duration of the Agreement will be until the expiration of the current Agreement. If neither party sees a need to change the "Letter of Understanding" at that time, then the Agreement shall continue to apply for the term(s) of any subsequent collective agreement(s). The Company or the Union may also terminate this agreement by giving to the other party sixty (60) days written notice of such intention.

WORKER LED SAFETY INITIATIVE GUIDELINES

1. Management commits that there will be no discipline given directly or indirectly that results from the observations by hourly employees;
2. All observations will remain anonymous;
3. All observations will be voluntary;

4. All employees who volunteer will be trained; however, no employee will be required to perform observations or required to be observed;
5. As a worker led program, the intent is that this initiative will be established under the umbrella of the worker OHC.
6. Effective observations and timely action plans are critical to correct issues that are driving at risk actions and/or conditions.

ROLES AND RESPONSIBILITIES

1. Facilitator

The Steering Committee Facilitator will be appointed jointly by the worker OHC and the Steering Committee. The Facilitator will be a direct report of the Management Sponsor.

The Facilitator will be primarily responsible for:

- a) Data entry from the observations made
- b) Compile data into report for monthly distribution, highlighting trends and areas that need addressing
- c) If available attend monthly Crew Safety Meetings to discuss results of the monthly reports
- d) Schedule & prepare for Steering Committee meetings (prepare agenda, minutes)
- e) Facilitate Steering Committee meetings. Ensure all Steering Committee members understand who is responsible for what and by when. Minutes are taken and posted.
- f) Lead the Steering Committee in analyzing and interpreting observation data and identifying problems to be addressed through follow-up activities

- g) Coordinate and ensure the success of the process for sharing feedback information with individual work groups (eg. Review at safety meetings, post on bulletin boards, newsletters)
- h) Help individual groups design and/or implement group specific follow-up activities
- i) Coordinate training for new employees and refresher training for existing employees
- j) Collect completed checklists routinely and enter into database
- k) Generate routine summary reports (graphs, tables, etc) for Steering Committee and/or individual work groups
- l) Develop and oversee any allocated budget with budget owner
- m) Network with other PBS facilitators (eg. Colonsay, attend SPS User Conference, phone / email / w/ other facilitators)
- n) Serve as a point of contact with Safety Performance Solutions

2. Steering Committee

A Steering Committee will be selected by the worker OHC in consultation with the Union

The role of the Steering Committee is to:

- a) Establish parameters and boundaries that the Steering Committee will operate within; meet at least monthly for the purpose of reviewing monthly data from observations; make recommendations to the Company, propose solutions to problems.
- b) Establish performance objectives and goals; then monitor progress
- c) Attend and participate in Steering Committee meetings (eg. Accept action items & complete them in specified time)

- d) Seek employee input on the observation process to continuously improve the process
- e) Recruit volunteers to participate as observers
- f) Coach new observers
- g) Serve as observers — at least as frequently as you request from others
- h) Analyze the compiled observation data (usually monthly) and identify problems to be addressed through follow-up activities
- i) Establish and maintain a process for sharing feedback information (eg. Data charts, intervention successes) with individual work groups (eg. Safety meetings, bulletin boards, newsletters)
- j) Assist groups to design and/or implement group specific follow-up activities
- k) Work with Management, Supervisors and/or others to acquire needed resources and to schedule participation in observation processes (eg. meeting time, observations)
- l) Keep Management, Supervision, Union, OHC and other key groups informed of progress, problems and successes.
- m) Continuously prompt Management, the Union and other key groups on ways they can demonstrate their support

3. Management Sponsor

In order to ensure the program is properly supported by VPO management, a management sponsor will be selected by the Steering Committee in consultation with worker OHC and management.

The role of the management sponsor is to be the liaison between the steering committee, facilitator and VPO site management.

RATES OF PAY AND OVERTIME - FACILITATOR

The Facilitator will be paid at their current base hourly rate of pay as per schedule A of the CBA. Overtime and any other applicable premiums will be paid as per the terms of the collective agreement.

Time spent in the full time Facilitator position will be considered as time worked for the purposes of progression training or job certification. However, the incumbent and their supervisor will work together to ensure that the employee maintains any plant site or trade certification(s) the employee held prior to accepting the position. The supervisor will ensure that any additional "tool time" / experience required to maintain such certification or level of skill proficiency will be provided to the employee throughout the term of their position. Time spent in this role does not constitute time towards an apprenticeship unless specifically working on the "tools" in the particular trade that the employee is apprenticing in.

When a facilitator vacates the role, he/she shall be returned to the location and position they left prior to taking on the role of full time facilitator.

As the Facilitator's availability on day shift is critical to the effective and efficient functioning of these positions, overtime hours that would cause them to miss one of their regularly scheduled day shifts should not be offered by the Company. Exceptions would be overtime related to an incident investigation or something deemed by the Company as an Emergency. They are eligible for any and all other available overtime as available.

SHIFT SCHEDULE - FACILITATOR

The position is defined specifically as a day shift position.

The Facilitator's hours of work will be Monday to Friday 8:00am to 4:00pm. The hours of work may vary as per 14.01.

CBA

All the provisions of the current Collective Agreement in effect between the parties shall remain in effect and apply unless otherwise noted herein.

COSTS

All costs associated with the WORKER LED SAFETY INITIATIVE shall be paid by the Company.

#9 - PERFORMANCE MANAGEMENT PROCESS***LETTER OF UNDERSTANDING***

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: November 15, 2012

Revised Date: July 22, 2015

PREAMBLE

The Company retains the right to have a performance management program for their hourly employees at Vanscoy Potash Operation. As a settlement of grievance 16-11, the Company and the Union agree to enter into an agreement in which the following terms and conditions will apply:

1. The Company will provide a copy of the most current performance management program to the Union, and will notify the Union if and when the program changes. The performance management program will not change for the life of this Letter.
2. Within the first quarter of each year, employees will meet with their supervisor to discuss the results of their previous year's performance review and discuss expectations for the upcoming year with a hard copy of expectations given to every employee. During that meeting, the employee will be given a copy of their performance review, including rating, signed by their supervisor, and will be given an opportunity to discuss their performance and rating with their supervisor. Everyone receiving a Below Expectations or Unsatisfactory rating will be placed on a performance improvement plan so that each employee knows what is required of them to improve their performance.
3. A supervisor will meet with their employee for a mid-year review and a year-end review to review and discuss their progress. At each review, the supervisor will identify what the employee is doing well and if any adjustments are needed, focussing on discussion and support needed to increase the likelihood of success.

4. The Company's performance management documents include differentiation guidelines supporting how employee ratings are determined. The differentiation criteria are based upon the expectations achieved by the employee, how the employee achieves these expectations (based upon the employer's core values of Results Orientation, Ownership Mindset, Integrity, Capacity for Change and Inspired Leadership), and calibrated against employees in similar roles and levels. Ratings are:
 - a. Top Performance: an employee consistently exceeds expectations; noticeably outstanding performance;
 - b. Excels: exceeds some and meets all expectations;
 - c. Successful: consistently meets expectations;
 - d. Below Performance: expectations meets some but not all expectations;
 - e. Unsatisfactory Performance: must improve quickly and dramatically for continued employment.
5. The Company will provide the Union with the employee's performance review and rating for anyone with a rating below Successful unless the employee requests in writing for the Union not to receive the documentation.
6. The Company retains the exclusive right to administer a Profit Sharing Plan, including the right to discontinue or alter the terms of the Profit Sharing Plan at any time. The Company will provide a minimum of 30 days notice to the Union of any such changes.
7. The Parties agree that payouts made under the Profit Sharing Plan are dependent on factors determined solely

by the Company. The sole exception to this, by way of this Agreement is how Performance Ratings affect or impact an Employee's Profit Sharing payout.

8. Subject to the availability of a payout, Employees rated as Successful or better will be eligible for 100% of the Profit Sharing payout amount as described in the Company's Profit Sharing Plan.
9. Subject to the availability of a payout, Employees rated as Below Expectations will be eligible for 75% of the Profit Sharing payout amount as described in the Company's Profit Sharing Plan.
10. Subject to the availability of a payout, Employees rated as Below Expectations for 2 consecutive years (e.g. "B" followed by "B") or as Unsatisfactory and Below Expectations for 2 consecutive years (e.g. "U" followed by "B") will be eligible for a 50% payout of the full Profit Sharing payout amount as described in the Company's Profit Sharing Plan.
11. Employees must be on, or have received, a Performance Improvement Plan in the performance year prior to receiving an Unsatisfactory rating. If they have not been on or received a Performance Improvement Plan, the lowest rating they can receive in the performance year is Below Expectations.
12. Except in the case of gross misconduct, Employees must be on, or have received, a Performance Improvement Plan in the performance year prior to receiving a Below Expectations rating.
13. Employees with an Unsatisfactory rating will not be eligible for any payout.

14. The Company recognizes that the Union has the right to grieve individual ratings below Successful through to arbitration.
15. The Company agrees to provide education sessions on its Performance Management process for all employees. Employees will also be provided copies of all available Performance Management process documentation via hard-copy or electronically.

TERMINATION OF AGREEMENT

The Company or the Union may terminate this agreement by giving to the other party thirty (30) days written notice of such intention. This agreement may also be terminated immediately with the mutual agreement of both parties.

#10 - JOB SHARING

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: July 22, 2015

PREAMBLE

Agrium recognizes the importance of a strong work/life balance; the Job Share program is intended to assist and support employees with this balance where business needs and the position can accommodate. It allows employees to reduce their 100% work schedules to a lower percentage; sharing job duties and compensation with another suitable job share candidate.

SCOPE OF AGREEMENT

The two self-identified employees wishing to apply for a job share opportunity must have similar skills and knowledge and must fill one (1) Full Time Equivalent (FTE) position at 100%. Employees on a job share will each work 50% of the time (.5 FTE) based on a mutually agreed upon schedule between each job share partner, Mine Manager or Mill Manager and the Union for review and approval of the proposed schedule. All schedule proposals will be considered, but ultimately the needs of the business will dictate the final working schedule. Where the Company and Union do not agree, the application will be denied and a written response will be required.

INCENTIVE PAY

Hourly wages of employees will remain unchanged, but will be prorated to reflect the 50% work schedule. If applicable, employees on job share will continue to participate in Performance Recognition Plan (PRP), provided eligibility requirements are met. Payouts will be prorated to the job share base pay.

BENEFITS

- Job share employees are eligible to participate in the Agrium EHB benefits

- Coverage for Basic Group Life insurance, Basic AD&D, STD and LTD will be based on the employees prorated base salary.
- The employee will only receive pensionable service for the time worked
- Vacation entitlement will continue, but will be prorated to the percentage of time scheduled to work (ie 50%)
- Statutory holidays will be paid out to the employee who is regularly scheduled to work on the statutory holiday.
- Employees wishing to take vacation time must have this time approved in advance as per regular practice. No two job share employees will be able to take the same time off for vacation time.

APPLICATION FOR JOB SHARE

Employees who are interested in investigating this job sharing opportunity are to self-identify and speak directly to their Union, Mine Manager or Mill Manager.

TERMINATING JOB SHARE AGREEMENT

If one of the employees in a job share arrangement chooses to leave Agrium or discontinue the job share, four (4) weeks' notice will be required. If the incumbent in the position serves notice to leave Agrium, the vacancy will be posted as per the posting provisions of Article 15. If the incumbent stays with Agrium and the other job share partner leaves, then no posting is required.

If the company determines that a job sharing is no longer meeting the needs of the business, the job share can be terminated by providing 4 weeks' notice to the job share partners. The final decision as to which employee, if either, is retained for the position will be determined by seniority. Layoff provisions will apply.

TERMINATION OF AGREEMENT

The Company or the Union may terminate this agreement by giving to the other party thirty (30) days written notice of such intention. This agreement may also be terminated immediately with the mutual agreement of both parties.

#11 – COMPANY PAID UNION TIME

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: July 22, 2015

SCOPE

In the spirit of fostering a strong employee and labour relations environment, the Company agrees to implement paid Union Leave of up to 2080 hours per calendar year for the President of USW Local 7552. Under no condition will overtime be paid.

In recognition of providing these hours, the Union agrees to reduce the amount of Company paid time investigating and settling disputes referred to in Article 8.03 of the CBA by Three Hundred (300) hours. Time paid for under Article 8.03 will be limited to Four Hundred (400) hours per calendar year. Under no condition will overtime be paid.

The Union further agrees that the President will assume one (1) of the four (4) positions on Joint Training Committee as referenced in Article 22 as well as one of the two (2) positions referenced in the Accommodation Advisory Committee LOU.

It is also expected that the President will assume one of the positions on the Contracting Committee and the Company Union meetings as per the current practice.

TERMINATION OF AGREEMENT

The Company or the Union may also terminate this agreement by giving to the other party thirty (30) days written notice of such intention. Should the "Company Paid Union Time Agreement" be terminated, all the terms of the Collective Bargaining Agreement in effect at that time shall apply.

#12 – POWER ENGINEER PREMIUM

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: July 22, 2015

SCOPE

The Company and Union recognize the importance of attracting and retaining Power Engineers. Therefore the company agrees to pay 1st Class and 2nd Class Power Engineers a Four Dollar and Fifty Cent (\$4.50) per hour skill premium for all hours worked.

TERMINATION OF AGREEMENT

The Company or the Union may also terminate this agreement by giving to the other party thirty (30) days written notice of such intention. Should the "Company Paid Union Time Agreement" be terminated, all the terms of the Collective Bargaining Agreement in effect at that time shall apply.

#13 – APPRENTICESHIP JOB POSTINGS

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called the "Union")

Original Date: July 22, 2015

PREAMBLE

The Company has agreed to four (4) Apprenticeships during the term of the new Collective Agreement:

- i. One (1) Instrumentation Apprenticeship to be filled no later than December 31, 2015.
- ii. Three (3) Apprenticeships in departments to be determined by the Company.

TERMINATION OF AGREEMENT

This LOU will terminate with the fulfilment of the four (4) Apprenticeships

#14 – INITIAL SCHEDULE FILL

LETTER OF UNDERSTANDING

Between

AGRIUM

VANSCOY POTASH OPERATIONS

(Hereinafter called the "Company")

and

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

on behalf of its Local 7552

(Hereinafter called

Original Date: July 22, 2015

PREAMBLE

The Parties acknowledge that our recent growth, while positive for both parties, has also diminished the knowledge and experience levels across many work areas of the business. Further, the Parties recognize that too much turnover in any given work area could negatively impact our ability to meet production, safety and Canpotex targets. With the proposed changes to the collective agreement, it is anticipated that employees will exercise their opportunity to bid into new work areas or departments.

The purpose of this letter is to ensure that neither our business, nor the safety of our workforce is jeopardized by outlining specific restrictions on the Initial Schedule Fill plan, along with measures the Company and Union believe will address retention issues within the Mine and Mill Production Departments.

The Union commits to working with the Company so that a sufficient number of applicants meet the requirements of any posted job.

Unless otherwise noted below, 100% of positions on-site will be posted site-wide. In all cases, the most senior qualified applicant will be awarded the job.

Bidding Restrictions on Initial Schedule Fill

Grandfathered Positions

The Union and Company agree that the following areas are critical to operation and as such incumbents in the following positions will be grandfathered and prohibited from moving on the "Initial Schedule Fill". They will be eligible to apply on vacancies following the Initial Schedule Fill.

- **Hoist Tradesmen (3 of 4)**
- **Warehouse**
- **Dry**

Mill Operations and Loadout

Mill Operations and Loadout will be broken out into two different work areas. 100% of positions will be posted within the department.

Loadout:

- 24/7 Shift Schedule with non-mandatory Murphy shifts.
- Thirteen (13) Loadout positions will be posted within the department with no minimum experience required. If there are not enough qualified applicants these positions will be filled through inverse seniority within the department.
- Four (4) Loadout positions will be posted within the department with a minimum qualification of previous scale experience.

Construction and Projects

Positions will be posted 100% posted site wide. If there are not enough qualified applicants, these positions will be filled through inverse seniority within the department

Initial Schedule Fill Requirements for Construction and Projects:

- Two (2) construction crew roles must be filled with applicants who have under cutter experience
- Two (2) construction crew roles must be filled with applicants who have auto bolter experience

- Two (2) projects crew roles must be filled with applicants who have experience installing mainline conveyor drives, more than just “throwing hardware.”
- The remainder of roles would have no minimum requirements.

Control Room Operators

Positions will be posted within the department.

Initial Schedule Fill Requirements for Mill Central Control Room Operators:

- Four (4) central control room operator roles must be filled with journeyperson mill operators with previous control room experience in the new Mill.
- The remainder of applicants must be journeyperson mill operators with suitable amount of circuit knowledge.

Shaft Operators

50% of these positions will be posted site-wide.

Initial Schedule Fill Requirements for Shaft Operators:

- Two (2) of these positions will be filled with Preferred Shifts
- Two (2) of these positions will be filled by applicants who are currently working on the Shaft and Hoist Crew.
- Four (4) of these positions will be posted site wide and must be filled by applicants who have at least

one year of experience in the Shaft and Hoist Area and experience with lifting and rigging.

Initial Schedule Fill Requirements for Hoist Operators:

- Four (4) Hoist operator roles must be filled with provincially certified hoist operators that have completed the new hoist training.
- Four (4) Hoist operator roles will be posted site wide. Minimum requirement for these postings will be certified hoist operators.

Initial Schedule Fill Requirements for Hoist Mechanics:

- Three (3) Hoist Mechanic roles will be grandfathered in the role on the 4x10hr shift schedule, Sunday – Wednesday and Wednesday – Saturday.
- One (1) Hoist Mechanic role on the 4x10hr shift schedule, Sunday – Wednesday and Wednesday – **Saturday will be posted site wide.**

Retention

Borer Operator and Drumcutter Operator

The Company requires approximately (Forty) 40 qualified Borer Operators and approximately Twenty (20) qualified drumcutter operators to ensure the efficiency of the Underground Production department. These positions will be paid at higher rates than the current highest rate in the mine production department. The qualifications for these roles will be determined in a fair and equitable manner by the Company. These positions will be posted site wide.

When any certified operator other than those that bid into these posted positions operate the borer or drumcutter, they shall be paid Fifty Percent (50%) of the premium. The senior certified operator on the crew shall have the first opportunity to operate the borer or drumcutter.

Central Control Room Operator

The Company intends to introduce a new classification of Central Control Room Operator. These positions will be paid at higher rates than the current highest rate in the mill production department. The qualifications for these roles will be determined in a fair and equitable manner by the Company. These positions will be 100% posted within the Department.

When any certified operator other than those that bid into these posted positions operate the Control Room, they shall be paid Fifty Percent (50%) of the premium. The senior certified operator on the crew shall have the first opportunity to operate Central Control.

Warehouse

The mine and mill warehouses will now be considered one department for the purpose of transferring individuals back and forth for the purpose of vacation or sick coverage, training, or to address temporary business needs. Senior employees will be given the choice on whether to move. In the case where no volunteers are available, the junior qualified warehouse employee will be temporarily transferred. For the purposes of this article a temporary transfer will be no more than 21 days.

The rate for all incumbents currently at Warehouse A rate will be grandfathered at the journeyman operator rate.

Future applicants to the Warehouse will be required to drop two (2) wage rates upon transfer to the Warehouse (minimum Operator D rate).

Progression in the Warehouse shall commence with Operator D rate and progress through to a maximum of Journeyperson Operator rate.

Mill Maintenance Work Schedule

The Company agrees to institute a six (6) month work trial for a 4x10 work schedule in mill maintenance. The schedule will be evaluated following the six (6) month trial and the Company will decide whether to continue, modify or discontinue the work schedule.

Bidding Process for Initial Schedule Fill

The Company and Union agree to institute a one-time process for the purpose of the Initial Schedule Fill.

1. The Company and Union will create a list of all open positions to be displayed on site bulletin boards and TV monitors for a period of fourteen (14) days. In addition to the number of vacancies, the posting will also outline the work schedule, the work area, the Classification as well as any required qualifications. Qualifications will be determined in a fair and equitable manner. This info will also be mailed to each employee.
2. The Company will also post a seniority list at the same time as the job postings. Employees are responsible for reviewing the seniority list and reporting any errors to HR within this fourteen (14) day period.
3. The Company will first fill all Preferred Shifts.
4. The Company and Union will create a bidding schedule and Employees will then be called in order of seniority to

choose their position. Employees must notify the Company on, or before their scheduled bidding date and time (in-person, telephone, email). If Employees' fail to put in their application in time, they may be bumped from their bidding position.

5. This process will be repeated until all remaining positions are chosen.
6. Employees are expected to cooperate with the Company and Union in making this process as expedient and efficient as possible.
7. Employees in Permanently Accommodated positions will be eligible to apply if the position they're seeking is aligned with their restrictions. The Company will work with the Accommodation Committee to discuss on a case by case basis.
8. Employees who are incumbents in Grandfathered roles cannot be 'bumped' from their roles, and as such, will not be eligible to apply.
- 9.

TERMINATION OF AGREEMENT

This LOU will terminate with the fulfilment of the initial fill.

CALENDARS 2015-2017

2015

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

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

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

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

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

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

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

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

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

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

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

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

2016

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

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

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

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

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

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

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

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

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

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

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

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

