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Between

**COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION OF CANADA
LOCAL 892**



- and -

**MOSAIC POTASH ESTERHAZY
LIMITED PARTNERSHIP**



Esterhazy, Saskatchewan

February 1, 2010
to
January 31, 2013

00245 (10)

INDEX

ARTICLE	SUBJECT	PAGE
Article 1	Purpose.....	7
Article 2	Human Rights.....	7
Article 3	Scope.....	7
Article 4	Management Rights.....	8
Article 5	Union Recognition	10
Article 6	Union Security.....	10
Article 7	Union Dues.....	11
Article 8	Union Committees.....	12
Article 9	Seniority.....	17
Article 10	Layoffs	32
Article 11	Grievance	50
Article 12	Arbitration.....	55
Article 13	No Strike - No Lockout.....	57
Article 14	Hours of Work and Overtime	57
Article 15	Wages, Premiums and Allowances.....	69
Article 16	New or Changed Jobs.....	72
Article 17	Holidays	73
Article 18	Annual Vacations	74
Article 19	Leave of Absence.....	80
Article 20	Special Time Off With Pay	87
Article 21	Employee Benefits	90
Article 22	Pensions.....	94
Article 23	Notices.....	96
Article 24	Safety and Health	96
Article 25	Contracting.....	101

I N D E X

ARTICLE	SUBJECT	PAGE
Article 26	Work by Supervisors.....	103
Article 27	Bulletin Boards.....	103
Article 28	Legality of Provisions.....	104
Article 29	Complete Agreement.....	104
Article 30	Duration of Agreement.....	104
Article 31	Technological Change.....	105
Exhibit 1	Tools and Clothing.....	109
Appendix A	Wages Rates.....	113
Appendix B	Lines of Progression.....	119
Appendix C	Apprenticeship Program.....	131
	Individual Security Account Plan (ISAP)	138
	Definitions.....	161

- INDEX -

(By Subject)

SUBJECT	PAGE
Acting/Temporary Supervisor (Article 9.05 b))	20
Annual Vacations	74
Apprenticeship Program	131
Arbitration	55
Benefits (See also Benefits Handbook)	
• Dental	91
• Long-Term Disability	91
• Medical	93
• Pensions	94
• Reserving Sick Pay	90
• Short-Term Disability	90
• Sick Pay	87
• Vision Care	92
Bulletin Boards	103
Complete Agreement	104
Contracting	101
Definitions	161
Designated Holidays	73
Duration of Agreement	104

Layoffs (Continued)

- Severance Pay (Article 10.01 A)4) 37
- Temporary (Article 10.01 B)) 40
- Unplanned (Article 10.01 D)) 49

Leave of Absence (Article 19) 80

- Adoption (Article 19.11) 85
- Bereavement (Article 19.10) 84
- Educational (Article 19.12) 85
- General (Article 19.13) 86
 - Article 19.14 87
 - Article 19.15) 87
- Jury (Article 19.09) 83
- Maternity (Article 19.11) 85
- Paternity (Article 19.11) 85
- Personal (Article 19.01) 80
 - Article 19.02) 80
- Public Office (Article 19.15) 87
- Sick (Article 19.03) 81
 - Article 19.04 81
 - Article 19.05) 81
- Union (Article 19.06) 81
 - Article 19.07 82
 - Article 19.08) 83
- Witness (Article 19.09) 83

Legality of Provisions (Article 28) 104

Letters of Understanding

- *9/80 Work Schedule* 148
- 10-Hourshifts 147
- *Accumulated Special Time Off With Pay* 158
- *Apprenticeship* 152
- *Long-Term Disability Indexing* 156

Letters of Understanding (Continued)	
• Mandatory LTD Participation	155
• <i>Mechanical Non-Indentured Progression</i>	153
• <i>Mosaic Long-Term Contractor Work in the Inflow Control Area</i>	159
• Pension - \$66.00/Month/Year of Service	150
• Protected Positions	144
• Respectful Workplace	See inside cover
• Rules of Conduct/Standards of Discipline	145
• <i>Special-Time-Off-With-Pay Transition</i>	157
• Split Vacation Shutdown - K1/K2	149
• Vacation Pay for Enrolled Apprentices	151
• Workweek Guarantee	146
Lines of Progression	(Appendix B) 119
Management Rights	(Article 4) 8
New or Changed Jobs	(Article 16) 72
No Strike - No Lockout	(Article 13) 57
Notices	(Article 23) 96
Overtime	(Article 14) 57
* Bereavement Leave	(Article 14.22 a) 67
* Callout	(Article 14.18) 65
* Distribution	(Article 14.15) 63
	Article 14.16 64
	Article 14.17) 65
* General	(Article 14.21) 67
* Meals	(Article 14.13) 62

Overtime (Continued)		
* Pay	(Article 14.09	61
	Article 14.10).....	61
* Pyramiding	(Article 14.1 1)	62
* Transportation	(Article 14.14)	63
* Vacation	(Article 14.22 b))	68
Pensions	(Article 22)	94
Postings and Bidding	(Article 9.07	22
	Article 9.08	22
	Article 9.09)	25
Premiums	(Article 15)	69
* Blasting	(Article 15.01 b))	69
* Lead Hand	(Article 15.01 c))	70
* Shift	(Article 15.02)	70
* Water Certification	(Article 15.01 d))	70
Probationary Period	(Article 9.03)	17
Progression	(Article 9.10)	25
Promotion from Bargaining Unit	(Article 9.05 a))	19
Purpose	(Article 1)	7
Qualifications	(Article 9.02	17
	Article 10.01 A)3)a)	35
	Article 10.01 B)2)g)	42
	Article 10.01 C)2)b)ii)) .	45
Renewal of Certificates	(Article 15.03)	70

SUBJECT	PAGE
Safety & Health	(Article 24) 96
* Accidents	(Article 24.12 99
	Article 24.16 100
	Article 24.17) 100
* Committees	(Article 24.08 97
	Article 24.09 98
	Article 24.10) 99
* Meetings	(Article 24.11 99
	Article 24.12 99
	Article 24.13) 99
* Preamble	(Article 24.01) 96
* Procedure	(Article 24.14) 99
* Refusal to Work	(Article 24.18) 100
* Responsibility	(Article 24.07) 97
* Right to Participate	(Article 24.15) 100
Scope	(Article 3) 7
Seniority	(Article 9) 17
* Definition	(Article 9.01) 17
* Floating Maintenance Crew	(Article 9.19) 30
* General	(Article 9.18) 30
* Lists	(Article 9.06) 21
* Loss of	(Article 9.04) 18
* Probationary Period	(Article 9.03) 17
* Transferring of Labourers/Helpers	(Article 9.20) 31
Special Time Off With Pay	(Article 20) 87
* Accumulation	(Article 20.01) 87
* Designated Holiday	(Article 20.02) 89
* Medical Proof	(Article 20.01) 89
* Not Entitled	(Article 20.03) 89
* Taken for	(Article 20.01) 87

SUBJECT	PAGE
Statutory Holidays (Article 17.01)	73
Student Employment (Article 9.21)	31
Technological Change (Article 31)	105
Temporary/Acting Supervisor (Article 9.05 b) & c))	20
Temporary Vacancies. (Article 9.12	27
Assignments and Bids Article 9.13	28
Article 9.14	29
Article 9.15	29
Article 9.16)	29
Tools and Clothing (Exhibit 1)	109
Trades I/Journeyman (Article 9.17)	30
Transfer from Bargaining Unit ... (Article 9.05 b))	20
Union Committees (Article 8)	12
Union Dues (Article 7)	11
Union Recognition (Article 5)	10
Union Security (Article 6)	10
Vacations (Article 18)	74
Vacation Shutdown (Article 18.14)	79
Wage Rates (Appendix A)	113

SUBJECT**PAGE**

Wages. Premiums and Allowances	(Article 15)	69
Work by Supervisors	(Article 26)	103

THIS AGREEMENT effective the 1st day of February, 2010, is by and between Mosaic Potash Esterhazy Limited Partnership, Esterhazy, Saskatchewan, (hereinafter referred to as the Company) and Local 892 of Communications, Energy & Paperworkers Union of Canada, Esterhazy, Saskatchewan, (hereinafter referred to as the Union) or collectively referred to as the Parties.

ARTICLE 1 - PURPOSE

- 1.01 In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to employer-employee relations, including rates of pay, hours of work, and all other working conditions, the Parties hereto agree that the purpose of this Agreement shall be to set forth the basic terms and conditions of employment affecting the employees covered by this Agreement and to provide procedures for the prompt and equitable settlement of disputes and grievances of such employees.

ARTICLE 2 - HUMAN RIGHTS

- 2.01 a) There shall be no discrimination by either the Company or the Union by reason of age, sex, creed, color, nationality, religion, disability, political affiliation, ethnic background, alternate lifestyles or union activity as permitted by this Agreement or the Law.
- b) In all cases where the Agreement refers to a person, the references shall be of both genders (male and female).

ARTICLE 3 - SCOPE

- 3.01 This Agreement shall apply to all employees employed by Mosaic Potash Esterhazy Limited Partnership at Esterhazy, Saskatchewan, except all managers, superintendents, supervisors, engineers, *geologists*,

Article 3.01 - Scope

chemists, senior accountants, senior cost accountants, logistics personnel, payroll specialists, administrative assistants, planners, security guards, buyers, safety specialists, occupational health nurses, information technology personnel, human resources personnel, environmental specialists, and janitorial personnel for the administrative offices at **K1** and **K2** to a maximum of five (**5**) persons and persons having and regularly exercising authority to employ and/or discharge employees and persons regularly acting on behalf of management in a confidential capacity.

Dry personnel at **K1** and **K2** shall be recognized as in scope if the Company determines that they do not desire a subcontractor for such services.

- 3.02 The law, the certification and the provisions of this Agreement are the source of rights of the Union and any employee covered by this Agreement. The Parties herein agree that the relations between them shall be governed by the terms of this Agreement and the Law.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The management of the plant and the direction of the work force are vested solely and exclusively in the Company.
- 4.02 The rights retained by management include:
- a) The planning, control and direction of plant operations.
 - b) The scheduling of work.

- c) The control and regulation of all equipment and other property of the Company.
- d) The determination of production standards.
- e) The determination of the quality of the work to be performed.
- f) The determination of the quantity of the work to be performed in the operations.
- g) The determination of the products to be manufactured.
- h) The location or relocation of plants.
- i) The closing down of plants or any parts thereof.
- j) The work assigned to each plant.
- k) The determination of whether and to what extent the work required in the Company's business shall be performed by employees covered by this Agreement.
- l) The methods, processes and means of manufacturing.
- m) The determination and establishment of any new or improved production methods or facilities.
- n) The determination of the skills required to run the operations.
- o) The assignment of employees to perform work.
- p) The retirement of employees within the terms of Article 22 of this Agreement.
- q) The determination of ability of employees as it relates to job performance.
- r) The establishment and enforcement of reasonable rules of conduct.
- s) To maintain discipline and efficiency.
- t) The right to hire, promote, demote, suspend, discharge or discipline for just cause, transfer and lay off employees.
- u) The appointment and removal of lead hands.

- 4.03 The enumeration of sole and exclusive management rights listed above shall not be deemed to exclude other rights not enumerated herein and that the Company retains the sole and exclusive right to manage the business.
- 4.04 The Company agrees that in the exercise of the management rights it will not violate any of the terms of this Agreement or the **Law**.

ARTICLE 5 - I RECOGNITION

- 5.01 The Company recognizes the Union **as** the sole and exclusive bargaining agent for the employees defined in Article 3 and agrees to negotiate in good faith matters of collective bargaining including the establishment of a grievance procedure, hours of work, rates of pay and working conditions.

ARTICLE 6 - UNION SECURITY

- 6.01 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (**30**) days after the commencement of employment, apply for and maintain membership in the Union as a condition of 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.

ARTICLE 7 - UNION DUES

- 7.01 The Company is hereby authorized and agrees to deduct from each employee's first pay each month uniform membership dues for the current month, uniform initiation fees and assessments and shall forward such deductions to the Secretary-Treasurer of the Union or other properly designated official within ten (10) days after the date the deduction is made. A list of names and classifications of all employees for and on behalf of whom the deductions have been made will accompany the remittance. The statement shall include the names of all additions to and deletions from the Bargaining Unit.
- 7.02 The Union assumes full responsibility for the disposition of the monies deducted once they have been turned over to the Secretary-Treasurer or other properly designated official of the Union.
- 7.03 The Company's obligation is limited to remitting to the Union the sum or sums from wages actually earned. It is further understood and agreed that union dues will be deducted provided **an** employee has been paid a minimum of five (5) days in the applicable deduction period.
- 7.04 The Union agrees to indemnify the Company and save it harmless from any and all claims that may be made against it for the amount of dues and initiation fees and assessments deducted from the wages of employees under this Article.

- 7.05 The Company will include the total of union dues deducted from an employee's earnings on their T4 slip each year.

ARTICLE 8 - UNION COMMITTEES

- 8.01 The Company agrees to recognize certain employees, as designated by the Union, as members of mutually agreed committees for the purpose of dealing with matters within the jurisdiction of the committee.

Second-Step Grievance Committee

- 8.02 The Company will recognize a Second-Step Grievance Committee of the Union which shall consist of a maximum of seven (7) persons selected by the Union, one of whom shall act as chairperson.
- 8.03 Second-step grievance meetings shall be conducted at a mutually agreeable time with the understanding that normal plant operations will not be unreasonably affected.
- 8.04 The Company agrees that the Union's Second-Step Grievance Committee members shall not suffer loss of regular straight-time pay as a result of attending second-step grievance meetings. The Company agrees to pay for preparation meeting time up to a maximum of 500 hours per year for Union-Management and Grievance meetings.

Negotiating Committee

8.05 The Company shall recognize a Negotiating Committee of the Union, which shall consist of a maximum of seven (7) employees selected by the Union, one of whom shall act **as** chairperson. The Negotiating Committee referred to above shall consist of the Local Union President and the Unit Chairperson or their designated representative(s), should either be unable to attend because of absenteeism or because either or both positions are held by nonemployees of the Company. In addition, the Committee shall have representation as follows:

- a) One (1) employee from the K1 surface operations.
- b) One (1) employee from the K1 underground operations.
- c) One (1) employee from the K2 surface operations.
- d) One (1) employee from the K2 underground operations.
- e) One (1) employee from the K2 water inflow operations.

8.06 The Company agrees to pay the members of the Negotiating Committee **of** the Local Union **as** designated in Section 8.05 above for scheduled time lost up to a maximum of eight (8) hours' pay at the employee's straight-time rate of pay for each day of negotiations with the Company. The above is limited to those negotiating sessions prior to work stoppage or the appointment of a conciliation officer or board, provided the conciliation officer or board is mutually requested by the Parties or is solely requested by the Union.

Subject to the limitations referred to above, the members of the Negotiating Committee who otherwise

Article 8.06 - Negotiating Committee

are required to work on shift shall have their shift schedules amended to allow them to work on a regular Monday through Friday day shift schedule, if practical.

It is understood and agreed that the overtime requirements outlined in Article 14.07 will not be applicable if a shift schedule is amended for this purpose.

Union-Management Committee

8.07 The Company shall recognize the Union-Management Committee consisting of seven (7) employees selected by the Union, one of whom shall act as chairperson, for the purpose of meeting with the Company for discussion on matters of mutual interest. The meetings shall be held at the request of either Party at mutually agreeable times but not more frequently than once a month, unless by mutual agreement of the Parties. Mutually agreed decisions reached at the meetings shall be drafted by the Company, approved and signed by both Parties.

The Union-Management Committee referred to above shall consist of the Local Union President and Unit Chairperson or their designated representative(s), should either be unable to attend because of absenteeism or because either or both positions are held by nonemployees of the Company. In addition, the Committee shall have representation as follows:

- a) One (1) employee from the K1 surface operations.
- b) One (1) employee from the K1 underground operations.
- c) One (1) employee from the K2 surface operations.



- d) One (1) employee from the K2 underground operations.
- e) One (1) employee from the K2 water inflow operations.

8.08 The Union members of the Union-Management Committee shall not suffer loss of regular straight-time pay as a result of attending Union-Management Committee meetings. The Company agrees to pay for preparation meeting time up to a maximum of 500 hours per year for Union-Management and Grievance meetings.

Steward Structure

- 8.09 The Union may designate up to forty-five (45) duly elected or appointed regular Union stewards throughout the Mosaic operations at K1 and K2 in Esterhazy. Any increase in the number of stewards is subject to mutual agreement between the Parties. Additionally, the Union may designate up to forty-five (45) duly elected or appointed alternate stewards who will from time to time take on the role in the absence of the regular steward. The alternate steward must advise their supervisor whenever assuming the role of the regular steward.
- 8.10 The Union will furnish a written list to the Manager, Human Resources or designated representative with the names of the Executive, the stewards and the alternate stewards and will keep the list current in writing. Only Union members whose names appear on this list will be recognized by the Company.

General

- 8.11 No person shall solicit membership in the Union or in any other labour organization or collect dues, initiation fees, fines or assessments for the Union or any other labour organization or engage in any union or labour organization activity on company time except to the extent expressly provided for in this Agreement and by the laws of this province.
- 8.12 All persons selected by the Union to act on any committee set forth in this Agreement shall be regular, full-time employees of the Company.
- 8.13 The Union may have the assistance of a representative of the National Union and/or an authorized agent of the Local Union present at any meeting with the Company of the committees set forth in this Article.
- 8.14 The Company recognizes the Pension Committee consisting of up to three (3) members. The Union members of this committee shall not suffer loss of regular straight-time pay as a result of attending Company-Union scheduled meetings.
- 8.15 The Company recognizes the Employee Rights Committee consisting of up to six (6) members. The Union members of this committee shall not suffer loss of regular straight-time pay as a result of attending Company-Union scheduled meetings.

ARTICLE 9 - SENIORITY

Definition of Seniority

9.01 Seniority shall be defined as an employee's period of continuous service with the Company since their last date of hire.

Definition of Qualifications

9.02 Qualifications of an employee shall be defined as ability, skills, experience, physical fitness and job performance.

Also refer to the "Definitions" page.

Probationary Period

9.03 **An** employee shall begin to accumulate seniority as soon as the employee has completed the probationary period, at which time the employee's seniority shall be made retroactive to the employee's last date of hire. All new employees shall be considered probationary until they have completed a period of **one thousand and forty (1040)** hours worked.

A former nonprobationary employee who is rehired shall be considered probationary until the employee has completed a period of four hundred and eighty (480) hours worked.

The terms of the Agreement shall apply to all probationary employees except that probationary employees may be terminated for lesser cause. Lesser cause shall mean that, in the Company's opinion, the probationary employee's job performance or suitability to the job is unsatisfactory.

Article 9.03 - Probationary Period

Probationary employees shall be eligible to receive benefits under the benefit plans referred to in Articles 20 and 21.

Loss of Seniority and Employment Rights

9.04 **An** employee's seniority and employment rights shall be considered lost by reason of:

- a) Dismissal for just cause.
- b) Voluntary resignation.
- c) Failure to report for work on recall from layoff within seven (7) days of being notified in writing by registered mail at the employee's last known mailing address of the requirement to report for permanent employment.

If the time requirements cannot be met, an extension of time may be granted upon mutual agreement by the Parties.

- d) Retirement in accordance with the terms of Article 22.
- e) If an employee is absent for three (3) consecutive scheduled workdays without notifying the Company and furnishing an acceptable reason for the absence.
- f) Permanent discontinuance of plant operations.
- g) Sick leave for a period of thirty-six (36) consecutive months. This period may be extended by mutual

agreement between the Parties *on application by the employee, supported by medical information stating that there is an expectation of recovery and return to work within a reasonable period of time.*

- h) If an employee does not return to work within three (3) consecutive scheduled working days without notifying the Company and furnishing **an** acceptable reason for the absence after the expiry of a leave of absence granted under Article 19, except as is provided in 9.04 g) immediately above.

Promotion from the Bargaining Unit

- 9.05 a) **An** employee who is promoted to a position out of scope shall maintain and accumulate seniority for a period of three (3) months from the date of the promotion. During months 4 through 6, the employee will maintain but not accumulate seniority. During the six- (~~6~~) month period, the Company may return the employee to their former in-scope position. The employee shall also have the right to return to their former in-scope position within the time limits. At the end of the six- (~~6~~) month period, the employee shall lose all seniority rights within the Bargaining Unit.

When the Company promotes an employee, they will within two (2) working days provide to the Union in writing the name of the employee, the position they are being promoted to and the effective date.

In the event the employee returns to an in-scope position, the employee shall pay back union dues for the period they accumulated seniority.

Transfer from Bargaining Unit

- b) i) Employees in scope may be temporarily transferred out of scope for up to ninety (90) days to replace first-line supervisors who are absent from their regular duties. Employees will continue to accumulate seniority and will be required to submit union dues.
- ii) Temporary supervisors will not be used during periods of temporary layoff unless their seniority allows them to retain a position. The position vacated by the in-scope employee who is transferred out of scope during any period of temporary layoff will be filled by another qualified, in-scope employee recalled from layoff.
- iii) All temporary transfers shall be considered to be in effect until the start of the employee's next regular shift.
- iv) The above time limits may be extended by mutual agreement between the Parties.
- v) The Company shall furnish the Union with a list of names of temporary supervisors upon request. The list of temporary supervisors may change from time to time as may be deemed necessary by the Company. At any one time this list shall

not exceed a total of thirty-five (35) in-scope employees.

- vi) The Company shall on a monthly basis supply to the Union a list of hourly employees who have worked **as** temporary supervisors and the number of hours they have worked in that capacity.
- c) The Company will notify the Union whenever they intend to train hourly employees to become temporary supervisors. This notification will include the name of the temporary supervisor being trained and the duration of the training, which will not exceed ninety (90) calendar days. There will not be more than five (5) employees being trained as temporary supervisors at any given time. During this training period, the Company may use the employee in a temporary supervisory capacity as part of the training. Employees being trained as temporary supervisors will not be counted as part of the list of thirty-five (35) temporary supervisors.

Seniority Lists

- 9.06 a) Seniority lists shall be revised and posted on designated bulletin boards every three (3) months. Any errors in the posted seniority list shall be brought to the attention of the Parties through the grievance procedure. The sole remedy shall consist of a correction to the seniority lists.
- b) Every three (3) months the Company shall forward to the Union a current copy of the seniority lists

Article 9.06b) - Seniority Lists

published in alphabetical order and in order of seniority by classification. The Company agrees to provide a seniority list upon request.

Job Posting and Bidding

- 9.07 Except for the provisions of Article 9.10 and Article 10, the Company will post all jobs it intends to fill through the job posting procedure.
- 9.08 a) When the Company determines the need to fill a permanent job vacancy as described in Article 9.07, a notice of a job being available for bidding shall be posted on designated bulletin boards for a period of six (6) days and a copy of each job posting shall be forthwith supplied to the Union.
- b) **An** employee eligible to bid for a job shall file **an** application for such job with the Human Resources Department during the period of such posting.
- c) Upon the request of an employee who is absent from the plant for the duration of the posting, a shop steward may file a bid on behalf of the employee.
- d) All job postings shall set forth the job title, the rate of pay, the job requirements, the normal location and shift of the job, *crew*, the number of vacancies, the normal hours of work per shift, whether the job is rotating shift, multi shift or single shift and it will define the shift schedule **as** 5-2, 10-4, 4-4 or any other variation.

The purpose of describing the terms or conditions of the job is for information only to those employees who bid on the job.

- e) Among applicants whose qualifications meet the job requirements, seniority shall be the determining factor. If there are no applicants whose qualifications meet the job requirements, the Company may elect to fill the vacancy from outside the Bargaining Unit or from among the applicants whose qualifications do not meet the job requirements.

Where there are no qualified applicants for a vacancy and the Company intends to fill the position from the applicants, the most senior applicant possessing the best combination of academic education, experience (excluding temporary assignments) and specific skills shall be appointed.

The Parties agree on a process to allow a designated representative of the Union to participate in the selection of the "most qualified" bidder. Ultimately, the decision rests with management. The intent of this is to involve the Union in the process with the goal of making decisions that are more clearly understood.

The above in no way reduces the established job requirements or qualifications for the job.

If the Company does not fill the vacancy from outside or from within the Bargaining Unit and the

Article 9.08e) - Job Posting and Bidding

vacancy continues to exist, the Company shall repost the vacancy within ninety (90) calendar days of the original posting closing date.

If the Company fills a vacancy from outside the Bargaining Unit, they shall forward to the Union the name of the person hired and the job posting filled.

- f) The name of the successful applicant and all other bidders shall be posted on the designated bulletin boards, with a copy to the Union, within ten (10) days after the closing date of the posting. The successful applicant shall fill the vacancy as soon as practicable. The interpretation of the word "practicable" shall include but not be limited to locating a suitable replacement for the successful applicant.

If the Company is unable to transfer the successful applicant within a period of thirty (30) calendar days after the selection, the successful applicant shall receive the rate of the new job commencing on the 31st day from the date the posting closed, providing the new rate is higher.

Where the Company is unable to transfer the successful applicant within a period of thirty (30) calendar days after the selection by the Company, the employee shall be notified in writing by the Company as to the reason why the transfer was not made.

- g) It is the intention of the Company to transfer the successful applicant within thirty (30) days after the

award of any job bid is posted, except it is understood and agreed that the transfer may be delayed by the Company in cases where:

- an economic hiring freeze is in effect,
- there are no bidders or no qualified bidders for the job which the employee would be leaving vacant or
- there are no employees available to fill the job vacated by the employee.

9.09 In relation to Article 9.08, the following shall apply. Except for entering a bid on an apprenticeship posting or a higher rated job, any employee who successfully bids laterally or downwards on the pay scale shall not be eligible to bid laterally or downwards within six (6) months from the closing date of the job posting. *Any employee who is in a temporary bid will be eligible to bid laterally or downwards to a permanent bid within six (6) months from the closing date of the temporary job posting.* In specific instances, any of the above may be waived by mutual agreement of the Parties.

Progression

9.10 The normal lines of progression shall be within the department through the classifications as listed in Appendix B except as indicated below:

Mine Operator III

U/G Production Helpers will move automatically to the position of Mine Operator III after they have six (6) months as an U/G Production Helper and are qualified on two (2) of the following pieces of equipment: shuttle car, loader, skid steer, scoop tram, two-rotor

Article 9.10 Seniority - Progression

extensible, four-rotor extensible, flex conveyor and robo-tram.

Shaftsperson III

Helpers in the shaft will move automatically to the position of Shaftsperson III after they have nine (9) months as a Helper and are qualified on two (2) of the following pieces of equipment: forklift, skid steer and scoop tram.

General Conditions for Job Bids

- 9.11 a) **An** employee transferred pursuant to a bid to a lateral or lower job classification may be considered qualified in the new job classification at any time up to a maximum of forty-five (45) calendar days plus one (1) day for each day the employee ~~was~~ absent from work on a regular scheduled workday and minus one (1) day for each **full**, extra shift the employee worked overtime.
- b) If an employee fails to qualify at any time during this period, the Company will return the employee to the employee's former job.
- c) The 45-day period referred to above may be extended by mutual agreement between the Parties.
- d) It is agreed that when an employee is the successful bidder to a job posting as per Article 9.08 e), the following job classifications will require ninety (90) days in order to be deemed qualified. The 90-day period referred to above may be extended by mutual agreement between the Parties.
- Rock Mechanics Technician

- Surface Water Control Technician
 - Cost Accountant
 - General Accounting Clerk
- e) There shall be no qualification period for the successful applicant of a lateral bid within the classification as the employee is already deemed qualified.
- f) The successful applicant to a job bid shall be paid the rate of pay for the job as soon as the employee assumes the job, subject to Article 9.08 f).

Temporary Vacancies, Assignments and Bids

- 9.12 a) Temporary vacancies that are caused by an employee being absent from work may last beyond ninety (90) calendar days.
- b) Temporary assignments for a period not exceeding ninety (90) calendar days may occur for the purpose of expediting production or for maintenance.
- c) Where temporary vacancies or temporary assignments are filled through the posting procedure, training or experience acquired during the filling of the temporary vacancy or temporary assignment shall be used in determining qualifications for permanent vacancies.
- d) Temporary bids that result from an employee being absent may exceed ninety (90) calendar days.

Article 9.12 - Temporary Vacancies, Assignments and Bids

- e) Temporary bids for reasons other than an employee being absent may not exceed ninety (90) calendar days without mutual agreement between the Parties.
- f) At the end of a temporary bid, the affected employee(s) will return to their former position(s).
- g) *In the event that temporary vacancies or assignments will exceed 90 days, the Company will consult with the Union.***

9.13 Notwithstanding the provision of Article 9.16, a temporary assignment or temporary vacancy under ninety (90) calendar days may be filled without recourse to the posting and bidding procedure with **an** employee within the department on the crew concerned.

The procedure will be to fill the vacancy, in order of seniority, in the following order:

- Offer it to the qualified employee in the line of progression within the department on the crew concerned.
- Assign the junior qualified employee on the crew concerned.
- Offer it to other qualified employees in the department.
- Assign the junior qualified employee in the department.
- Offer it to other qualified employees.
- Assign the junior qualified employee.

Training acquired during temporary assignments shall not be used to determine qualifications for permanent vacancies.

- 9.14 Temporary vacancies or temporary assignments filled in the above manner shall be limited to that specific temporary condition only. If the vacancy becomes permanent, it shall be subject to other applicable sections of this Article.
- 9.15 An employee who is temporarily transferred to another job in accordance with the above in which the rate of pay is different from that in effect in their regular job shall be paid as follows:
- a) If the rate of pay for the job to which the employee is temporarily transferred is less than their regular pay for the job from which they have been temporarily transferred, they shall during each temporary transfer receive their own higher rate of pay.
 - b) If the rate of pay for the job to which the employee is transferred is higher than their regular rate of pay, they shall receive the higher rate of pay for all hours worked on the higher rated job provided the transfer is for more than sixty (60) consecutive minutes.
- 9.16 No employee shall be transferred from the employee's job except in the event of a temporary vacancy as defined in Article 9.12 or in the event of the Company being unable to fill a permanent vacancy under Article 9.07, in which case the following procedure shall apply:
- a) The Company may elect to temporarily transfer the senior qualified employee following the lines of progression as outlined in Appendix B, or

Article 9.16 - Temporary Vacancies, Assignments and Bids

- b) The Company may temporarily transfer the junior competent employee in the same department to fill the vacancy.

9.17 When an employee who is working in the appropriate trade as a *tradesperson* challenges and passes the *journeyperson* exam, they will be paid the *journeyperson* rate of pay.

General

9.18 The qualifications and requirements as established by management for each job listed in Appendix A shall be maintained. Any changes to job postings will be reviewed by the Parties. In the event the Parties cannot agree on the changes, the Company is responsible for the decision and the Union has the right to grieve.

If the job is new or has been combined, it will be dealt with under Article 16.

- 9.19 a) The “Floating Maintenance Crew” may be utilized by the Company at either location for a one-day maintenance shutdown providing the following:
- The crew will work the hours of day shift.
 - The crew will report to their normal location, change into their work clothing and be provided transportation to and from the other location on company time.
- b) The “Floating Maintenance Crew” may be utilized by the Company at either location to commence or complete projects providing the following:
- Insofar as practical, the crew will normally work the hours of day shift.

- The crew will not be used to replace or displace the regularly established maintenance crews and/or departments.

- 9.20 a) As vacancies arise from time to time, employees on the labour crew at either plant shall be offered, by seniority, the opportunity for a temporary transfer to shift positions on production, provided the employee has demonstrated the ability to perform the work. If nobody accepts the opportunity, the Company will assign the junior labourer at the site in question.
- b) When temporary vacancies under ninety (90) days occur due to the absence of a helper, the normal procedure will be to assign a labourer to fill the temporary helper vacancy.

Student Employment

- 9.21 Employees who are students and are hired under the student summer employment policy of the Company shall be deemed to be temporary employees. The employment of these persons shall commence no earlier than May 1 of each year and will end prior to the day shift on the Sunday before Labour Day.

Persons who are hired as Co-operative Education students shall be deemed to be temporary employees. The employment of these persons shall commence and end to accommodate the Co-operative Education student's standard four-month work term.

The Company will identify temporary employees on the union dues check-off lists.

Article 9.21 - Student Employment

Students hired as temporary employees shall not be eligible for any benefits outlined in Articles 19, 20 or 21 except clauses 19.10 – “Bereavement Leave” and Exhibit 1 - “Tools and Clothing,” which are to be returned upon termination. Prescription safety glasses may be retained by the temporary employee upon termination of employment.

The student rate of pay will be eighty percent (80%) of the normal rate of pay for the job(s) they work at.

The Company will accommodate as many students on work placements as reasonably practical who wish to complete their practicum at Mosaic Potash Esterhazy. These students will be allowed the opportunity to shadow an experienced Mosaic employee but will not be allowed to work and will receive no compensation during this practicum period.

ARTICLE 10 - LAYOFFS

- 10.01 Layoffs may occur in the following ways:
- A) permanent reduction of the work force
 - B) temporary layoff (temporary shutdown of operations)
 - C) downsizing
 - D) unplanned layoffs

In the event of a layoff, the Parties will meet prior to the announcement of a layoff to discuss the reasons for the layoff and to work out procedures for the layoff on the basis of seniority and qualifications.

A) Permanent Layoffs

- 1) **A permanent layoff** is defined as one whereby an employee ~~or~~ employees are laid off for an indefinite period of time when the Company reduces the number of employees employed by the Company.

Employees affected by a layoff will be laid off in reverse order of company seniority.

An employee subject to a layoff shall receive written notice in advance of the layoff or pay in lieu **as** follows:

- one **(1)** week's written notice for each year of employment or portion of a year of employment to a maximum of fifteen **(15)** weeks' notice.

2) If You Are Laid Off

An employee who is permanently laid off will be severed from the company rolls but will retain the following rights:

- a) **A** permanently laid-off employee's employment and seniority rights shall be considered lost by reason of:
 - i) For those employees with ten (10) or more years of seniority, layoff for a period of thirty-six **(36)** continuous months or
 - ii) For employees with less than ten (10) years of seniority, layoff for a period equal to the employee's seniority or

Article 10.01A)2)a)- Permanent Layoffs. If You Are Laid Off

twenty-four (24) months, whichever is the lesser.

- iii) Seniority shall be maintained but not accumulated during this period.
- iv) This period may be extended by the mutual agreement between the Parties.

- b) The laid-off employee shall be able to use seniority accumulated up to the point of layoff to bid on any job posting.

It will be the laid-off employee's responsibility to know what job bids have been posted.

- c) Job posting provisions of the Collective Agreement will not apply to those classifications where employees are waiting to be recalled.
- d) Previously accumulated sick days that the employee had banked prior to permanent layoff will be reinstated upon recall.
- e) Previously accumulated vacation entitlements to which the employee was entitled prior to permanent layoff will be reinstated upon recall.
- f) In the event of a permanent layoff, coverage under the dental plan and the short-term and long-term disability plans ends on the last day of work. Coverage under other plans normally ends on the last day of the month

following the month in which the employee is laid off.

3) Layoff Procedure

- a) Layoffs will be made on the basis of seniority. The most junior employee(s) in the classification within the department affected will be given written notice of layoff. Those employees must indicate within two (2) working days whether they wish to bump or accept layoff. The Company will provide affected employees with bumping options. Those employees will then have up to two (2) working days to displace a junior employee in any classification and/or crew for which they have maintained the necessary qualifications to perform the work. Should the employee bump someone who is not the most junior, the Company will lay off the most junior employee in that classification on that crew. No employee will be displaced from their current position unless they are the most junior employee in that classification on that crew. This procedure will continue until the most junior employees in the classifications concerned are laid off.

Qualified shall mean the employee has either held the job previously through the bid procedure or job progression, has held a job in the same classification or is deemed qualified according to company records.

- b) Departments are **as** follows:
- K1 Mine
 - K1 Surface
 - K2 Mine
 - K2 Surface
 - Inflow Control
 - **Lab**
 - Shaft
 - Administration (includes General Clerks and **Warehouses**)
- c) **An** employee receiving notice of layoff or reclassification and not exercising their rights or accepting another job **as** provided herein shall be placed on layoff.
- d) When displacement of any employee takes place because of layoff or reclassification **and** the displacement results in a change of shifts, the affected employee shall not be eligible for overtime rates on their days of rest under their previous schedule unless they work in excess of their previously scheduled regular hours in the first seven-day period. The employee will assume the days of rest under the schedule of work they assume, and if required to work on these days, they shall be paid at overtime rates.
- e) The Company will grant a period of familiarization or retraining of up to six (6) regular shifts worked for the employee to show that they have maintained the necessary qualifications of the job. This familiarization period can be extended by mutual agreement between the Parties.

f) During permanent layoffs, the following jobs will be considered to be entry-level jobs. An entry-level job is one that all employees are considered to be qualified to hold.

- Labourer
- Helper
- Mechanic IV
- HD Mechanic IV
- U/G Belt Construction II
- Warehouse II
- Loadout III
- Buildings Repair II

4) Severance Pay

An employee placed on layoff will have the option to:

- a) remain on layoff with recall rights or
- b) elect to take severance pay as follows:

Employees who are permanently laid off shall be paid severance pay at the rate of one (1) week's pay per full or partial year of employment at the employee's rate of pay at the time of layoff. Upon acceptance of severance pay, an employee's seniority and employment rights will be terminated.

An employee must choose to select this option within one (1) year from the date of actual layoff or this option to select severance pay is withdrawn.

Nothing contained herein shall prohibit the Parties from exploring other considerations affecting permanently laid-off employees.

5) Recalls

- a) Laid-off employees and employees who have been removed from their former jobs through bumping will be placed on a recall list with their names, former jobs and locations. Employees must be recalled and must accept recall to their former jobs and departments, as closely as possible, in the reverse order of layoff.
- b) **An** employee being recalled to work after a layoff shall be recalled in reverse order of layoff provided the employee has the necessary qualifications to perform the work for which the employee has been recalled.
- c) Notice of recall shall be given either personally or by registered mail to the employee's last known mailing address. It will be the responsibility of the employee to notify the Company of any change of mailing address.
- d) **An** employee may refuse a recall if the employment being offered is of short-term duration, that is, eighty-nine (89) calendar days or less, without losing the employee's rights to recall to permanent employment. The Company will have the right to recall the next senior qualified employee to cover the work requirements during the above-mentioned period.

The right of refusal of a recall to work by an employee, as permitted above, does not apply in cases where the partial or total operations of the Company is shut down and subsequently reopened.

- e) Any recall shall be deemed permanent unless otherwise stated.

- f) An employee who is offered a recall to a job other than the job held at the time of permanent layoff will have the option to refuse the recall. If the employee does refuse the recall, the employee shall not be recalled again until the job they held at the time of layoff is available. Employees electing this option may, at a later date, have one opportunity to elect to be placed back on the general recall list, in which case the employee will be recalled to a job as vacancies occur in accordance with their seniority and qualifications.

- g) **An** employee who was laid off or reclassified may defer recall to that employee's:
 - i) former permanent classification or
 - ii) former permanent classification and departmentuntil they become the junior employee to be recalled. At that time, the employee must return to their former permanent classification.

Recall rights will be satisfied when the employee returns to their former permanent classification and department.

Excluding day shift jobs, employees who have been recalled to their former permanent classifications will have the option to accept the new department as their permanent department. Once this option has been selected, the employee's name will then be removed from the recall list.

The employee's name will be deleted from the recall list when they are the successful bidder to a permanent job posting.

B) Temporary Layoffs (Shutdown of Operations)

1) Temporary Layoffs

- a) A temporary layoff is defined as one whereby employee(s) are laid off and/or reclassified for a period not exceeding ninety (90) calendar days. This could include a total or partial shutdown of operations.
- b) Affected employees will receive written notice in advance of the layoff or pay in lieu of notice. Notice will indicate the shutdown date and reopening date of the temporary layoffs (shutdowns) as follows:
 - i) If the shutdown is for a period of two (2) weeks or less - two (2) weeks' notice.

- ii) If the shutdown is for a period of three (3) weeks or more than two (2) weeks - three (3) weeks' notice.
- iii) If the shutdown is for a period of more than three (3) weeks but less than ninety (90) days - four (4) weeks' notice.
- c) The Company will continue all normal benefits for all employees on temporary layoff.

2) Layoff Procedure

- a) Only those employees who are displaced from their normal job, location, shift or scheduled hours of work will be allowed to exercise bumping rights.
- b) No employee shall displace another employee solely for the purpose of gaining overtime while other employees are on layoff.
- c) **A** displaced employee must complete a Bumping Request form to use seniority rights to regain, as closely as reasonably possible, the number of hours of work they would normally have worked had the shutdown not taken place.
- d) When exercising bumping rights during a temporary shutdown, the laid-off or displaced employee can use seniority to bump a junior employee.

Article 10.01B)2) - Temporary Layoffs. Layoff Procedure

- e) The Company shall, in accordance with an employee's seniority and qualifications, reclassify the employee to a job being held by a junior employee for which they are qualified.

- f) If an employee is not satisfied with the reclassification, they may, within two (2) working days, exercise their seniority to displace a junior employee in any classification for which they have maintained the necessary qualifications to perform the work.

- g) Qualified shall mean:
 - i) Temporary Layoff of Less Than 21 Days
The employee has either held the job previously through the bid procedure or job progression, has held a job in the same classification or is deemed qualified according to company records and can demonstrate the ability to safely perform the work through the task observation process and a familiarization period which may take up to four (4) hours. Entry-level jobs in this situation include:
 - Labourer
 - Helper
 - Mechanic IV
 - HD Mechanic IV
 - U/G Belt Construction II
 - Warehouse II
 - Buildings Repair II

An entry-level job is one that all employees are considered to be qualified to hold.

- ii) Temporary Layoff of 21 Days or More
The employee has either held the job previously through the bid procedure or job progression, has held a job in the same classification or is deemed qualified according to company records and can demonstrate the ability to safely perform the work through the task observation process after a one-shift familiarization period only. Entry-level jobs in this situation include:
- Labourer
 - U/G Belt Construction II
 - Helper
 - Warehouse II
 - Mechanic IV
 - Loadout III
 - HD Mechanic IV
 - Buildings Repair II

An entry-level job is one that all employees are considered to be qualified to hold.

- h) During periods of temporary shutdown, an employee who does not exercise bumping rights when first eligible to do so will be placed on layoff. They will then have one opportunity to be placed back on the recall list but only after the final **work** list for the temporary shutdown has been posted, at which time they will be eligible for recall to any new job opportunities for which they are qualified.
- i) When a displacement of any employee takes place because of layoff or reclassification and the displacement results in a change of shifts, the affected employee shall not be eligible for overtime rates on their days of

rest under their previous schedule unless they work in excess of their previously scheduled regular hours in that week. The employee will assume the days of rest under the schedule of work they assume, and if required to work on those days, they shall be paid at overtime rates.

- j) **An** employee receiving notice of layoff or reclassification and not exercising the employee's rights or accepting another job as provided herein shall be placed on layoff.

C) Downsizing

- 1) **A** downsizing of the operations shall occur when an employee or employees are permanently removed or transferred from their regular jobs or shift in such a way that no employee is permanently laid off.

An employee first affected by downsizing shall receive two (2) weeks' written notice in advance of the downsizing. In the event of notice being less, Article 14.07 will apply.

2) Downsizing Procedure

- a) Downsizing will be made on the basis of seniority. The most junior employee(s) in the classification within the department affected will be given written notice of downsizing or reclassification.
- b) Affected employees will have two (2) options to choose from.

Option 1

A downsized employee may exercise their bumping rights as follows:

- i) Those employees must indicate within two (2) working days that they wish to bump. The Company will provide affected employees with bumping options. Those employees will then have up to two (2) working days to displace a junior employee in any classification and/or crew for which they have maintained the necessary qualifications to perform the work. Should they bump someone who is not the most junior, the Company will downsize the most junior employee in that classification on that crew. No employee will be displaced from their current position unless they are the most junior employee in that classification on that crew. This procedure will continue until the most junior employees in the classifications concerned are downsized.

- ii) Qualified shall mean the employee has either held the job previously through the bid procedure or job progression, has held a job in the same classification or is deemed qualified according to company records.

- iii) Departments are as follows:
- K1 Mine
 - K1 Surface
 - K2 Mine
 - K2 Surface
 - Inflow Control
 - Lab
 - Shaft
 - Administration (includes General Clerks and Warehouses)
- iv) When displacement of any employee takes place because of downsizing or reclassification and the displacement results in a change of shifts, the affected employee shall not be eligible for overtime rates on their days of rest under their previous schedule unless they work in excess of their previously scheduled regular hours in the first seven-day period. The employee will assume the days of rest under the schedule of work they assume, and if required to work on these days, they shall be paid at overtime rates.
- v) The Company will grant a period of familiarization *or* retraining of up to six (6) regular shifts worked for the employee to show that they have maintained the necessary qualifications of the job. This familiarization period can be extended by mutual agreement between the Parties.
- vi) During downsizing, the following jobs will be considered to be entry-level jobs. **An** entry-level job is one that all

employees are considered to be qualified to hold.

- Labourer
- U/G Belt Construction II
- Helper
- Warehouse II
- Mechanic IV
- Loadout III
- HD Mechanic IV
- Buildings Repair II

Option 2

A downsized employee may choose rate retention and retain their regular rate of pay from their permanent classification and department from which they are being displaced.

i) An employee choosing rate retention agrees to accept any position offered by the Company. At the Company's discretion, and if available, more than one position from which to choose may be offered to more senior employees.

ii) An employee on rate retention who is successful on a job bid will have their retained rate red circled until:

- the rate of their job exceeds their retained rate or
- they are awarded a second job bid.

3) Recalls

a) Downsized employees and employees who have been removed from their former jobs

Article 10.01C)3)a) - Downsizing - Recalls

through bumping will be placed on a recall list with their names, former jobs and locations. Employees must be recalled and must accept recall to their former permanent classification and department.

- b) **An** employee who was reclassified may defer recall to their former permanent classification and department until they become the junior employee to be recalled. At that time, they must return to their former permanent classification and department.
- c) Recall rights will be satisfied when the employee returns to their former permanent classification and department.
- d) Recalls will be a “one step” process with affected employees only being offered recall when a vacancy becomes available in their former permanent classification and department as determined by the Company’s locator code at the time of downsizing but employees may not be recalled to their actual former shift.
- e) The employee’s name will be deleted from the recall list when they are the successful bidder to a permanent job posting.

D) Unplanned Layoffs

- 1) Where conditions beyond the Company's control develop a temporary shortage of work not exceeding six (6) consecutive calendar days, the Company may lay off employees without being required to apply the displacement by seniority provisions or the recall provisions of this Collective Agreement.
- 2) Oversupply of inventory, for any reason, shall not be considered a condition beyond the control of the Company as it pertains to this section.
- 3) The above shall only be applicable where the number of employees involved is more than twenty-five percent (25%) of the location affected and the layoff period does not exceed six (6) consecutive calendar days.

For the purposes of this section, the locations shall be:

K1 Surface	K1 Underground
K2 Surface	K2 Underground

- 4) An employee who would have been laid off due to a temporary work shortage in accordance with this clause and **is** subsequently kept at work must accept the work assigned or be placed on temporary layoff.

General

- 10.02 1) In no case shall an employee be laid off for any part of a regular shift after reporting for work that day.

Article 10.02 - Layoffs - General

- 2) Overtime during layoffs should be kept to a minimum. Overtime during a layoff should be of an unplanned or emergency nature. Overtime during a layoff may occur only after the Company has taken reasonable means to schedule the senior qualified laid-off employees.
- 3) Job posting provisions of the Collective Agreement will not apply to those classifications where employees are waiting to be recalled.
- 4) A union steward may present a bid on behalf of a laid-off employee.
- 5) The layoff notice provisions provided in this Agreement shall not apply when a shutdown is caused by a catastrophe or other emergency situations as referred to in Section D, "Unplanned Layoffs," which are beyond the control of the Company or on days the plant is not operating due to a statutory holiday.

ARTICLE 11 - GRIEVANCE

Definition

- 11.01 A grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement.

Procedure

- 11.02 Grievances meeting the above requirements shall be processed in the manner stated below.

- Step 1 - An employee who feels they have a grievance as defined above shall continue their assigned duties. Before an employee actually files a grievance in writing, a meeting must be held with their supervisor to discuss the situation. Anyone who wishes to initiate a grievance shall have no more than eighteen (18) days from the occurrence of the incident to notify the Company that they would like to have a Step 1 meeting. The meeting must involve the grievor, the shop steward, the chief shop steward from the respective area and the Company's grievance team representative from the respective area. This meeting will be held within the grievor's next seven (7) scheduled working days after the notification. The objective of the meeting will be to gather information and to attempt to resolve the issue. If the participants at the meeting are unable to resolve the issue at the time, the Company will have five (5) working days to provide a written response to the grievor's shop steward.
- Step 2 - If a settlement is not reached following the Company's response to this Step 1 meeting, the grievor's shop steward may in a period not exceeding ten (10) scheduled working days of the Company's response present a written grievance to their immediate supervisor. All written grievances to be processed shall set forth the essential facts of the complaint with reference to how the employee feels aggrieved and what redress is required. The written grievance shall form the basis of the complaint

Article 11.02 • Grievance • Procedure. Step 2

through all the steps of the grievance procedure and arbitration procedure.

A second-step grievance meeting shall be held at a time agreed upon by both Parties to discuss all pending second-step grievances. The Company's final answer at Step 2 will be given in a period not exceeding seven (7) scheduled working days of the meeting. **An** additional meeting may be scheduled, if required, by mutual agreement of the Parties.

Group Grievance

11.03 If a grievance as defined in 11.01 above involves a group or groups of employees, the grievance procedure will apply and commence at Step 1.

Union Grievance

11.04 Any grievance that concerns the Union as a whole must be submitted by at least two members of the Union's Executive within eighteen (18) calendar days of the occurrence. The grievance will proceed immediately to Step 2.

Suspension or Discharge

11.05 An employee who is being suspended or discharged shall have a shop steward and a designate of the Union Executive in attendance at the meeting.

If an employee believes they have been suspended or discharged without just and sufficient cause, the matter shall be presented at Step 1 of the grievance procedure in a period not exceeding six (6) calendar days after

written notice of suspension or discharge has been sent by registered mail to the employee's last known mailing address or after written notice of suspension or discharge has been personally given to the employee.

Remedy

11.06 The remedy for resolving a grievance may consist of any redress appropriate to the circumstances.

Referral to Arbitration

11.07 If settlement is not reached at second step, the grievance may be referred to arbitration as set forth in Article 12. The Union shall provide written notice to the Company of its intent to seek arbitration. Notification must be made in a period not exceeding forty-five (45) calendar days after the completion of Step 2. If notice is not given during the forty-five (45) calendar day period, the grievance shall be deemed settled on the basis of the Company's answer at Step 2.

Time Limits

11.08 If the Company representatives do not take the necessary action to process the grievance or provide answers within the time limits specified for any step, the grievance shall be automatically considered referred to the next higher step, except that arbitration shall only be invoked upon the giving of proper notice as provided in 11.07.

If the grievance is not processed by the Union within the time limits provided in the various steps, the

Article 11.08 - Grievance- Time Limits

grievance is considered settled on the basis of the Company's last answer.

The time limits of Step 1 and Step 2 may be extended by mutual agreement of the Parties.

General

- 11.09 a) Meetings on grievances shall take place during regular working hours without loss of pay, provided the meetings take place during the employee's scheduled working hours.
- b) The Company shall supply to the Union a copy of any written disciplinary action taken against an employee.
- c) When an employee is discharged, the appropriate shop steward for the area and a designate of the Union Executive may, upon receiving permission from their supervisor(s), leave their duties to investigate the matter. Permission will not be unreasonably denied. Management reserves the right to establish the time and time limits to perform this duty.
- d) Upon receiving permission from the supervisor concerned, an employee with the appropriate shop steward of the Union may submit and/or process a grievance during working hours, provided there is no interruption in the work program. Permission will not be unreasonably denied.

- e) When a meeting is held for the purpose of presenting a written warning, the employee who is receiving the discipline shall have a shop steward present.
- f) Please refer to the Letter of Understanding on Page 145 for an excerpt from the Company's Rules of Conduct and Standards of Discipline, specifically a reference to the length of time discipline remains current.

ARTICLE 12 - ARBITRATION

Arbitrable Issues

12.01 The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements set out in Article 11.

Arbitration

12.02 Within seven (7) calendar days of the date of mailing notice of intent to seek arbitration, the Union shall meet with the Company to select by lot **an** arbitrator from the following:

Francine Chad-Smith
Robert Pelton
Bill Campbell

If the arbitrator selected by lot is unable to serve, then the next arbitrator whose name was drawn will be the arbitrator selected and so on until one of the arbitrators is able to serve.

- 12.03 After the arbitrator has been chosen, the arbitrator shall meet and hear the evidence of both Parties as soon as possible. The decision of the arbitrator shall be final and binding on the Parties and upon any employee affected by it.

costs

- 12.04 The Parties will equally share the costs incurred by the arbitrator.

Witnesses

- 12.05 Each Party shall be responsible for the costs of its witnesses in accordance with the arrangement it has made with its witnesses.

One Issue

- 12.06 The arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Parties.

Power

- 12.07 The arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The arbitrator may consider only the particular issue or issues presented to them and their decision must be based solely on the interpretation of the provisions of this Agreement.
- 12.08 The arbitrator shall render a decision in writing to the Parties no later than fourteen (14) calendar days after the completion of the hearing of evidence and representations made to the arbitrator on the matter by the Parties.

ARTICLE 13 - NO STRIKE - NO LOCKOUT

13.01 The Union, its agents and each employee agree that there will be no strikes, slowdowns or withholding of production and the Company agrees that there shall be no lockout.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

Definition of Workday

14.01 A workday shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regular scheduled shift.

Definition of Workweek

14.02 The workweek shall be the period commencing at midnight on Saturday and ending at midnight on the following Saturday.

Definition of Shift

14.03 A shift shall be defined as a period of time within a workday, and these periods of time shall be referred to as day shift, afternoon shift, night shift and may be rotating or nonrotating in nature.

Hours of Work

14.04 a) For those employees scheduled to work an eight- (8) hour workday, the basic workday shall be eight (8) hours per day and the basic workweek shall be forty (40) hours of work per week, consisting of five (5) days of eight (8) hours each.

Article 14.04 - Hours of Work

- b) For those employees scheduled to work a ten- (10) hour workday, the basic workday shall be ten (10) hours per shift and the basic workweek shall be forty (40) hours per week, which shall be based on an averaging formula for hours per week.

- c) For those employees scheduled to work a twelve- (12) hour workday, the basic workday shall be twelve (12) hours per shift and the basic workweek shall be forty (40) hours per week, which shall be based on an averaging formula for hours per week.

The Parties recognize that continuous shift operations may require variations to the five- (5) day week and the number of days worked shall not exceed ten (10) days in any two-week period.

An employee's normal days of rest will be consecutive unless changed by mutual agreement in specific instances by the Parties.

Nothing contained herein shall be construed as a guarantee of hours of work per day or per week.

- 14.05** It is understood by the Parties that flexibility is required in the starting time of shifts for production purposes. However, it is agreed that starting times shall not vary more than one (1) hour from the normal starting times. Any change in shift starting times outside of that permitted in this section will be allowed only by mutual agreement of the Parties.

Shift Schedules and Changes in Shift Schedules

14.06 The Company will develop and post shift schedules at least seven (7) calendar days in advance of the effective day of the schedules.

Notations on the posting shall include location and shift times.

The Company will give employees twenty-four (24) hours' notice of any change in the employee's shift schedule.

If less than twenty-four (24) hours' notice is given, the employee(s) affected by the change will be paid two (2) times their regular straight-time rate for all hours worked on the first shift of the changed schedule. This provision is not applicable when a callout runs into the employee's regular scheduled shift. This will be governed by the callout pay provisions.

A change in location does not constitute a change in shift schedules; however, in the event of a change in location, the Company agrees to transport the affected employees on company time to and from the new location on the first day of the change only.

The Company will not change shift schedules for the purpose of avoiding the payment of overtime.

14.07 a) In the event the Company changes an employee's shift schedule, then during the first week of this change the employee's days of rest under their previous schedule will be observed for overtime payment.

Article 14.07 • Shift Schedules and Changes In Shift Schedules

- b) Where a crew is affected by a shift change, they will not be entitled to work on their previous schedule's days of rest in the first week of the change except when requested by the employee(s) to make up lost pay.
- c) This provision is only applicable during the first week of the new shift schedule. It does not apply if a change of shifts is a result of any employee changing status due to promotion, preferential shifts or jobs or when an employee returns to their original shift schedule after a temporary transfer.
- d) This provision shall not be applicable when due to breakdown of equipment or reasons unforeseen to management cause a shutdown of normal operations and when management offers the affected employees other work rather than invoke the layoff procedure.

Shift Starting Times

- 14.08 a) The normal shift hours for those employees working an eight- (8) hour day shall be:

7:00 a.m. - 3:00 p.m.

3:00 p.m. - 11:00 p.m.

11:00 p.m. - 7:00 a.m.

Employees will be allowed a period not exceeding twenty (20) minutes each day to eat their lunch. The lunch period shall be included as paid time and shall be scheduled as near as possible to the middle of the shift.

- b) The normal shift hours for those employees working a twelve- (12) hour workday shall be:
7:00 a.m. - 7:00 p.m.
7:00 p.m. - 7:00 a.m.

Employees working a twelve- (12) hour shift will be allowed two separate periods not exceeding twenty (20) minutes each to eat their lunch. The lunch period shall be included as paid time.

Overtime Pay

14.09 **An** employee will be paid two (2) times their regular straight-time hourly rate of pay for all hours worked in excess of:

- a) Employees working an eight- (8) hour shift, for work performed in excess of eight (8) hours in any one workday.
- b) Employees working a ten- (10) hour shift, for work performed in excess of ten (10) hours in any one workday.
- c) Employees working a twelve- (12) hour shift, for work performed in excess of twelve (12) hours in any one workday.

14.10 **An** employee will be paid two (2) times their regular straight-time hourly rate of pay for hours worked:

- a) on designated holidays,
- b) on scheduled days of rest and
- c) as provided for in 14.07.

The above will not apply where an employee is called out to work and works continuously into the beginning of their next scheduled shift. This will be governed by the callout provisions.

Pyramiding

- 14.11 Payment of overtime work shall be made as in 14.09 or 14.10, whichever gives the employee the greatest pay. There shall be no duplication of weekly and daily overtime nor pyramiding of overtime on overtime.

Overtime Work

- 14.12 The Company will offer overtime as far in advance as possible. **All** overtime is voluntary except as noted below.

Employees may be required to work overtime in an emergency situation.

Shift employees regularly scheduled to work a statutory holiday will be required to work when the Company elects to operate on those days.

Shift employees regularly scheduled to work an eight- (8) hour shift on a maintenance shutdown day will be required to work for twelve (12) hours when the Company elects to operate on those days, provided twenty-four (24) hours' notice is given.

Overtime that is not of **an** emergency nature will be offered to the employees on the shift who normally perform the work. If the employees on the shift decline the overtime, it will be offered to other qualified employees within the department.

Overtime Meals

- 14.13 If overtime work is expected to be more than two (2) hours in duration, the employee(s) affected will be

supplied an overtime meal at their regular quitting time, if practical, and approximately every four (4) hours of work thereafter.

- 14.14 In the case of unscheduled overtime, the Company will supply transportation from the plant site to the employee's home where they have no other means of transportation available or if requested by the employee.

When a carpool driver is required to work unscheduled overtime, the Company shall supply the members of the carpool who are not required to work overtime with transportation to their homes if there is no other means of transportation available or if requested by any member of the carpool.

Overtime Distribution

- 14.15 a) Mine employees in the classification of Miner Operator, Extensible Belt Operator, Scoop Tram Operator, Loader Operator, Shuttlecar Operator and Mine Operator III will be considered as one classification for the purpose of overtime allocation.
- b) Overtime will be distributed among the employees from the department who occupy the classification that normally performs the work.
- c) If those employees who are first entitled to the overtime are not available or decline the overtime, then qualified employees in the next lower line of progression will be asked to work the overtime. If these employees decline, then any qualified

Article 14.1%). OvertimeDistribution

employee within the department will be asked to work, based upon the balance of overtime.

- d) Overtime that occurs because the job carries over the regular shift will first be offered to the employees who worked on the job. If they decline, then any qualified employee within the department will be asked to work, based upon the balance of overtime.
- e) If the Company errs and an employee from the wrong classification works overtime, the Company will allow the overlooked employee to work the missed time at overtime rates at a time convenient to the employee, unless the time chosen is totally impractical to the Company. The work assigned as work-in-kind will not be work that would normally result in a different employee being asked to work overtime; i.e., the work-in-kind will not cause another employee to miss **an** overtime opportunity.
- f) This article does not assume that each employee sharing overtime within a particular area and shift will, at any given time, have worked the same number of overtime hours but merely expresses the policy of the Company to keep overtime **as** nearly in balance as is practicable.

Lists

- 14.16 Up-to-date lists showing how overtime has been allocated within the particular group in the area on the shift shall be maintained by the Company and shall be posted. If an employee refuses the opportunity of

working an overtime assignment, it will be considered as an overtime opportunity worked and so recorded. The recording of overtime worked shall be done utilizing a "moving twelve-month time frame" with the thirteenth month dropping off as a new month is added.

The Company will furnish to the Union a copy of the overtime list as posted.

Maintenance of Balance of Overtime

- 14.17 If a balance of the overtime hours worked among a group which normally shares overtime work is not properly maintained because of improper allocation and a grievance is filed, and as a result **an employee'(s')** case is proven, then the off-balance overtime condition shall be identified and the imbalance corrected as soon as practical until a fair balance in the overtime distribution is re-established.

Callout

- 14.18 If an employee who has left the company premises is called out to work outside their regular hours, they shall be guaranteed a minimum of four **(4)** hours' pay at two **(2)** times their regular straight-time rate. Employees called out shall not be required to perform routine work after they have completed the work for which they were originally called out, except that they may be required to perform emergency work consistent with their skills and arising during the period of the callout.

In the event **an** employee on a callout actually works four (4) hours or more in the eight- (8) hour rest

Article 14.18 - Callout

period immediately preceding the start of their next shift, they shall have the starting time of their next shift adjusted to provide for eight (8) hours' rest, after which they will receive a normal day's pay.

Should the callout require the employee to work up to the start of their next regular shift, they will be permitted to remain at work at straight-time rates until they have accumulated the balance of hours normally worked on a regular shift (i.e., 8, 10 or 12 hours). The employee will then be allowed to go home but will be paid at straight-time rates for the remainder of their regular shift.

Day shift employees who are called out to work between the hours of 11 p.m. and 5 a.m. and who do not receive eight (8) hours' rest prior to the start of their next shift will be allowed to remain at rest for eight (8) hours. Employees will then be required to work the remainder of the next scheduled shift; and if they complete the shift, they will be paid for the full shift.

In the event an employee **is** required to return to work for one (1) hour or less after receiving eight (8) hours' rest as referred to above, they shall be allowed to work the period of one (1) hour or less at straight-time rates at the beginning of their next scheduled shift. **An** employee who has worked sixteen (**16**) hours in the previous twenty-four (**24**) hour period will be granted their next scheduled shift off with pay at their regular straight-time rate.

Reporting Pay

14.19 When an employee reports for scheduled work that has been cancelled without notification to the employee, they will be provided with work or pay equal to the hours scheduled. They shall perform duties as assigned for this period. If work cannot be made available, the employee will not be required to stay at work and will receive straight-time pay equivalent to the hours of the scheduled work. **An** employee who has no phone or **an** incorrect phone number on file shall be deemed to have been given notice of cancellation.

Shift Relief

14.20 No employee assigned to a rotating shift or continuous operation shift shall leave at the end of the shift until their relief reports, unless released by their supervisor.

General (All Employees)

14.21 **An** employee who worked half their rest hours or more in the rest period immediately preceding the start of their next shift shall, at the request of the employee, be given the shift off without pay.

Overtime While on Bereavement Leave or Vacation

- 14.22 a) Employees who are on bereavement leave are not available for overtime except to prevent a mine or mill emergency (e.g., power failure where nobody else is available to restore power). The following guidelines will apply:
- Employees who take one or more days of bereavement leave are not available for overtime

Article 14.22a) - Overtime While on Bereavement Leave or Vacation

until the beginning of their next regularly scheduled day of work.

- The employees' supervisor is responsible for informing dispatch or the shift supervisor when their employees are on bereavement leave and not available to work overtime. Employees who are unavailable should not be called to work overtime. Employees will not be recorded refusals for overtime opportunities that occur while they are not available.
- Dispatchers or shift supervisors are responsible to ensure that employees are returned to "available" status after the bereavement leave has ended.

Situations will occur where supervisors calling out employees for overtime may not always **know** who is on bereavement leave. Employees who are called in error have a responsibility to tell the supervisor calling that they are on bereavement leave **and** thus not eligible for overtime.

b) Employees who are on vacation are not available for overtime except to prevent a mine or mill emergency (e.g., power failure where nobody else is available to restore power). The following guidelines will apply:

- Employees who take less than one day of vacation are not restricted with regards to when they are available to work overtime.
- Employees are considered to be unavailable for overtime until 24 hours have expired after the beginning of the last scheduled day of vacation.
- The employees' supervisor is responsible for informing dispatch or the shift supervisor when

their employees are on vacation and not available to work overtime. Employees who are unavailable should not be called to work overtime. Employees will not be recorded refusals for overtime opportunities that occur while they are not available.

- Dispatchers or shift supervisors are responsible to ensure that employees are returned to “available” status after the 24-hour window has expired.

Situations will occur where supervisors calling out employees for overtime may not always know who is on vacation. Employees who are called in error have a responsibility to tell the supervisor calling that they are on vacation and thus not eligible for overtime.

ARTICLE 15 - WAGES, PREMIUMS AND ALLOWANCES

Wage Scale

- 15.01 a) The wage scale for the job classification is set forth in Appendix A and the rates will be effective commencing at 12:01 a.m. on the date indicated in Appendix A.
- b) Employees shall receive a premium of One Dollar (\$1.00) per hour while blasting, provided they are licensed to do so. This premium shall be applicable only for the period while actually performing blasting but in no case shall the premium be paid for less than a one- (1) hour period.

Article 15.01 - Wages, Premiums and Allowances

- c) A premium of Two Dollars (\$2.00) per hour for all hours worked shall be paid to any employee during their tenure as a lead hand. A lead hand, in addition to performing the functions of their classification, will make job-related decisions in conjunction with the supervisor in order to ensure the completion of assignments. Lead hands will only act in this capacity over CEP Local 892 members.
- d) Effective July 4, 2007, a premium of Thirty-Five Cents (\$.35) per hour will be paid to all boiler operators with water certification.

*15.02 Effective February 1, 2010, an employee working during the afternoon shift (3:00 p.m. - 11:00 p.m.) or during the night shift (11:00 p.m. - 7:00 a.m.) shall receive a **shift** premium of Two Dollars and Ten Cents (\$2.10) per hour. Effective February 1, 2011, an employee working during the afternoon shift (3:00 p.m. - 11:00 p.m.) or during the night shift (11:00 p.m. - 7:00 a.m.) shall receive a shift premium of Two Dollars and Twenty Cents (\$2.20) per hour.*

15.03 An employee required by the Company to maintain certification of their trade papers, tickets or licenses shall be allowed time as required. The costs associated with certification will be paid by the Company. The employee will be reimbursed for any time lost during a day they would otherwise have worked. The Company will provide transportation if required.

15.04 The Company agrees to offer assistance to Accounting employees who desire to continue their education towards a Certified Management Accountant or Certified **General** Accountant designation. Employees

in Accounting who enroll in a correspondence course of study as offered in the above provisions will be eligible for reimbursement of one hundred percent (100%) of the cost of yearly tuition, registration, examination fees and required course books.

To receive the reimbursement of the costs, the employee must pass the yearly examination.

Accounting employees who have been enrolled in and have completed certain levels of the C.M.A. or C.G.A. correspondence courses shall be paid a premium rate in addition to their regular rate of pay for all hours paid as follows:

- a) After successful completion of the first year, \$0.50 per hour.
- b) After successful completion of the second year, \$1.00 per hour.
- c) After successful completion of the third year, \$1.50 per hour.
- d) After successful completion of the fourth year, \$2.00 per hour.
- e) After attainment of C.M.A., C.G.A. or B. Commerce Degree, \$2.50 per hour.

To be eligible for these premiums, employees must submit official transcripts of marks from C.M.A., C.G.A. or B. Commerce Degree.

It is understood that the premium rate will only be paid if the employee retains employment as an Accounting employee in the Accounting Group.

ARTICLE 16 - NEW OR CHANGED JOBS

- 16.01 If the Company should combine job classifications, change job classifications and/or establish new job classifications, the Company shall develop appropriate wage rates for the combined, changed or new job classifications in relation to jobs, job classifications and wage rates then in effect and will put the rates into effect. The Company will notify the Union, in writing, fifteen (15) days prior to the rates being placed into effect and, if requested, will meet with the Union to discuss said rate(s). The Company will also supply the Union with copies of job qualifications and requirements.
- 16.02 If the Union disagrees with the rate or rates so established after the rates have been in effect for thirty (30) working days, a grievance may be filed within fourteen (14) days thereafter in the second step of the grievance procedure, Article 11.02.
- 16.03 If the matter above is processed to arbitration under Article 12, the arbitrator shall, in determining the rate(s), do so in relationship to the established jobs, job classifications and wage rates as shown in Appendix A.

ARTICLE 17 - HOLIDAYS

Designated Holidays

17.01 The following holidays when not worked by an employee shall be paid provided they are an active employee. Active employee shall include: at work, on vacation, on temporary layoff or collecting company-paid sick benefits. Employees collecting WCB or LTD benefits are not eligible for statutory holiday pay.

New Year's Day

Family Day (Third Monday - February)

Good Friday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Holiday Pay

17.02 **An** employee eligible for holiday pay under the provisions of this article shall receive a normal scheduled day's (8, 10 or 12 hours) pay at their regular straight-time rate for all designated holidays listed in Article 17.01. **If** an eligible employee is required to work on any above-mentioned holidays, they shall be paid two (2) times their regular straight-time hourly rate for all hours worked on the designated holiday in addition to the normal scheduled day's (8, 10 or 12 hours) straight-time pay. A shift employee who works for twelve (12) hours on a Tuesday stat (currently the

Article 17.02 - Holiday Pay

day used for maintenance shutdowns and for averaging shift workers' hours) will be paid twelve (12) hours of stat pay.

- 17.03 a) When a designated holiday falls on an employee's regular day(s) of rest, their next regular scheduled workday(s) shall be paid at two (2) times their regular straight-time hourly rate for all hours worked on those day(s) or they may be given an additional day(s) of rest immediately following the designated holiday(s).
- b) During a temporary layoff, the "additional day(s) of rest immediately following the designated holiday(s)" would be the first workday(s) immediately following the designated holiday(s) on the affected employee's schedule if they had not been laid off. If these days occur within the confines of the temporary layoff, the affected employee will return to work after the layoff on regular time on their first scheduled shift.

ARTICLE 18 - ANNUAL VACATIONS

- 18.01 An employee with one (1) year or more of continuous service but less than six (6) years of continuous service will be eligible on their anniversary date to one hundred and twenty (120) working hours of annual vacation. For every additional year of continuous service after five (5) years, an additional eight (8) working hours of vacation will be added to the total annual vacation up to the tenth (10th) year.

18.02 **An** employee with ten (10) years or more of continuous service but less than sixteen (16) years of continuous service will be eligible on their anniversary date to one hundred and sixty (160) working hours of annual vacation.

18.03 For every additional year of continuous service after fifteen (15) years, an additional eight (8) working hours of vacation will be added to the total annual vacation up to the twentieth (20th) year.

An employee with twenty (20) years or more of continuous service will be eligible on their anniversary date to two hundred (200) working hours of annual vacation.

For every additional year of continuous service after thirty (30) years, an additional eight (8) working hours of vacation will be added to the total annual vacation up to the thirty-fifth (35th) year.

An employee with thirty-five (35) years or more of continuous service will be eligible on their anniversary date to two hundred and forty (240) working hours of annual vacation.

18.04 **An** employee must meet the requirements of completed service (anniversary date) in order to qualify for payment per 18.01, 18.02 and 18.03.

18.05 An employee with five (5) years or more of continuous service will receive, on the pay period following February 15 of each year, a vacation bonus of One Hundred and Fifty Dollars (\$150.00). An employee

Article 18.05 - Annual Vacations

with ten (10) years or more of continuous service will receive, on the pay period following February 15 of each year, a vacation bonus of Two Hundred Dollars (\$200.00). The employee will be eligible for the bonus if their anniversary date falls at any time during that calendar year.

- 18.06 The vacation period shall extend from January 1 to December 31. Vacation earned in one year and vacation earned in the next year may not be taken consecutively unless the Company approves the employee's request. It is understood that in scheduling the vacation full consideration of operating requirements and the employee's service will be given.
- 18.07 Vacation pay will be calculated based on total compensation, which includes base pay, overtime pay, statutory holiday pay, shift differential, vacation pay, special time off with pay, short-term disability, blasting premiums, temporary supervisor premiums, lead hand premiums and CMA premiums. Total compensation does not include LTD benefits, Company's ISAP contributions or WCB benefits.

Vacation pay will be based on the following percentages:

Service in Years	Vacation Pay Percentage
0 to 5	6.90%
6	7.36%
7	7.82%
8	8.28%
9	8.74%
10 to 15	9.20%
16	9.66%
17	10.12%
18	10.58%
19	11.04%
20 to 30	11.50%
31	11.96%
32	12.42%
33	12.88%
34	13.34%
35 or more	13.80%

- 18.08 New employees who have less than one (1) year of service shall receive vacation entitlement based on ten (10) hours' vacation for each month of employment.
- 18.09 Vacations are not cumulative and cannot be carried over to the following year unless by mutual agreement of the Parties.

- 18.10 No employee may continue to work and draw vacation pay in lieu of taking a vacation unless by mutual agreement of the Parties.
- 18.11 At any time after January 15, upon fourteen (14) days' notice in writing by an employee, the Company shall issue to the employee vacation pay to which they are entitled in accordance with the terms of this Article; but in any case, vacation pay shall be issued to employees prior to leaving on vacation.
- 18.12 When a designated holiday occurs during an employee's vacation, they will not be permitted or required to use vacation on the designated holiday or the day in lieu.
- 18.13 If an employee is confined to a hospital due to unforeseen circumstances during their vacation, they may receive any unused sick pay benefits for each scheduled working day of confinement in accordance with the provisions of Article 20.

The Company will allow the employee to take returned days of vacation at a later time, but in no case shall the vacation period exceed the provisions under Article 18.

Employees who are on vacation and attend a funeral of their immediate family on their normal workday will be handled as per Article 19.10e).

Vacation Shutdown

18.14 A vacation shutdown period can be designated by the Company provided each vacation shutdown period falls during the school summer vacation period.

During the designated period, employees not required to work by the Company will be required to take vacation.

The Company will notify employees of a pending vacation shutdown no later than May 1 in order for employees to plan their vacation. The Company will advise by posting no later than May 15 the crews that will not be affected by the shutdown and the employees that will be required to work during the vacation shutdown. Exceptions for unforeseen situations will be discussed between the Parties.

The summer vacation shutdown will be for a period of one (1) or two (2) weeks, and the Company may extend the vacation shutdown to a maximum of one (1) additional week for a total of three (3) weeks.

Employees who have used vacation during the vacation shutdown will have the option of taking vacation or unpaid leave for the third week. If work is made available for the full three weeks of the vacation shutdown, the employee will be required to work the third week or use vacation. If work is not made available for the full three weeks, the third week will remain as the employee's option of taking vacation or unpaid leave.

Employees with eighty (80) hours or more of remaining vacation will be required to take eighty (80) hours of

Article 18.14 - Vacation Shutdown

vacation during the vacation shutdown before they are eligible to take unpaid leave. The eighty (80) hours will be reduced by any statutory holidays and time that an employee works. If an employee has less than eighty (80) hours of vacation remaining, the employee will be placed onto unpaid leave or work will be made available for the employee. The employee may request earned vacation from the current year, which may be approved at the Company's discretion. However, there will be no earned vacation pay advanced until the completion of the calendar year.

ARTICLE 19 - LEAVE OF ABSENCE

Personal Leave

- 19.01 The Company may grant a personal leave of absence for a period of up to fourteen (14) calendar days without pay. This leave may be extended by mutual agreement of the Parties. It is understood that the Company will consider when deciding to grant or refuse a request for leave:
- a) Whether the leave will interfere with the business and operations requirements of the Company.
 - b) Whether a qualified replacement is available to replace the employee during the leave.
 - c) Whether denial of the leave would cause undue hardship to the employee.
- 19.02 **An** employee who requests a leave of absence shall request the leave in writing at least one (1) week in advance of the leave unless there was no possibility that they had prior knowledge of the necessity of the leave.

Sick Leave of Absence

- 19.03 The provisions of this sick leave of absence section do not affect sick leave benefits specified elsewhere in this Agreement.
- 19.04 Employees shall be granted a sick leave of absence without pay provided:
- a) The leave is for personal illness or injury and the employee is actually physically unable to report for or do their regular work.
 - b) The leave shall be for a maximum period of thirty-six (36) months if the employee has ten (10) or more years of seniority. If an employee has less than ten (10) years of seniority, the leave shall be for a maximum of twenty-four (24) calendar months or a period equal to their seniority, whichever is lesser; however, for this purpose, every employee is considered to have a minimum of one (1) year's seniority. The period referred to above may be extended by mutual agreement between the Parties.
- 19.05 In all cases of sick leave, the employee(s) shall, prior to returning to work and upon a request of the Company, submit to a medical examination by a qualified practitioner at the Company's expense to ensure that they have the required health qualifications.

Union Leave of Absence

- 19.06 The Company shall grant a Union leave of absence as authorized in writing by the Local or National Union without pay provided:

Article 19.06 - Union Leave of Absence

- a) The absence will not interfere with the business and operational requirements of the Company.
- b) A qualified replacement is available at the time of the leave.
- c) The Company will not use overtime as a reason for denying the leave.
- d) The Union requests the leave, in writing, at least one (1) week in advance of the leave, unless there was no possibility that the Union had prior knowledge of the necessity for the leave.

The total of the accumulated leaves may not exceed two hundred (200) days per year, excluding the following leave requests, which will be granted without restriction:

- i) Saskatchewan Federation of Labour Convention 5 employees
- ii) Canadian Labour Congress Convention 2 employees
- iii) CEP National Convention 6 employees
- iv) CEP Western Regional Convention . 6 employees
- v) CEP Area Council Convention 6 employees
- vi) Health & Safety Convention 5 employees
- vii) Potash Workers Council 6 employees

No more than two (2) employees per crew will be granted leaves at any one time. Consideration will be given for special circumstances that may require extensions.

19.07 No more than seven (7) employees shall be absent for more than seven (7) calendar days at any one time provided the leave has been granted as per Article

19.06. Consideration will be given for special circumstances that may require extensions.

Extended Leave for Union Business

19.08 **An** extended leave of absence, without pay but with maintenance and accumulation of seniority up to one (1) year, shall be granted to a maximum of two (2) employees at any one time designated by the Union for the conducting of full-time union business on behalf of Local 892 or for the CEP. Leave shall be for not less than one (1) month nor more than one (1) year unless extended by mutual agreement of the Parties for up to another one- (1) year period. Not more than one (1) employee from any one (1) classification shall be allowed leave at any one time.

Jury Leave and Witness Leave

19.09 When an employee is summoned to and reports for jury duty or witness duty, they shall be paid the difference between the daily amount received for jury or witness services and their regular hourly rate of pay if they otherwise would have been scheduled to work and do not work.

If the employee is not needed for jury or witness duty for all the hours of the missed shift, they will return to work as soon **as** reasonably possible. Hours the employee could reasonably have worked but did not work will be deducted from their pay. Compensation shall be payable only if the employee presents a written statement from the appropriate court official showing the date and time served and the amount of payment received on each date.

Bereavement Leave

- 19.10 a) In the case of the death of a member of the immediate family of an employee, the Company, upon notification, will grant a maximum of four **(4)** days' paid bereavement leave to be taken between the day of death and one day after the day of the funeral. Consideration will be given for situations where the funeral is not concurrent with the death. Funeral will include cremation and memorial services. One (1) day's paid leave will be granted in instances when the employee otherwise eligible does not attend the funeral of a member of their immediate family.

In the event the funeral of a member of the immediate family of an employee is held at a distance in excess of four hundred (400) kilometers from their residence or where reason justifiable to the Company is presented, the employee's bereavement leave will be extended through the second day after the day of the funeral subject to the four- **(4)** day maximum paid bereavement leave.

- b) **An** employee may request and will be granted **up** to an additional fourteen **(14)** days' leave, without pay, providing the request is made in writing.
- c) In the event an employee is required to be an active pallbearer at the funeral of another company employee or company retiree, the Company will grant the necessary time off and they will receive their normal day's pay, excluding any premiums, for the regular scheduled time absent on their shift.

- d) For the purposes of bereavement leave, "immediate family" shall include the employee's spouse, children, mother, father, stepmother, stepfather, brother, sister, niece and nephew, mother and father-in-law, brother and sister-in-law, son and daughter-in-law and grandparents and grandchildren of the employee or spouse, foster child, foster parent, legal ward or legal guardian, if the relationship has been legally established. Common-law status shall be recognized if the employee has notified the Company of the common-law status prior to the bereavement.
- e) Employees who are on vacation and who attend a funeral of a member of their immediate family will have their vacation reinstated upon their return. The amount of vacation reinstated will be equal to the amount of funeral leave that the employee would be entitled to as per Article 19.10a) of the Collective Agreement. Employees who are off work due to injury or illness or other leaves of absence will not receive bereavement leave. Employees who are off work due to a statutory holiday will not receive bereavement leave on that same day.

Maternity, Adoption and Paternity Leave

19.11 Leave of absence for maternity, adoption or paternity leave will be granted as per the Labour Standards Act.

Educational Leave of Absence

19.12 Employees may request a leave of absence to further their education for the sole purpose of advancement

Article 19.12 - Educational Leave of Absence

with the Company by attending full-time classes of instruction. Pre-employment type instruction is not eligible for leave under this section.

Subject to the above, the Company will give consideration to the request conditional on the following:

- the employee must have two (2) or more years of service;
- the leave will not interfere with the business requirements of the Company;
- there is a qualified replacement for the affected employee;
- the leave is requested in writing at least three (3) months in advance with all details of the instruction course;
- the leave of absence does not exceed nine (9) months unless extended by the Company;
- not more than one (1) leave is given at K1 and one (1) at K2 operations during any one time.

If granted by the Company, leaves will require that the affected employee attend each session of the course. If the employee fails to attend each session of the course, they will be terminated unless they have a legitimate reason for missing the sessions.

General

19.13 When an employee returns to work following any leave of absence, the Company will reinstate them in their former job if the former job is still in existence and unchanged in content, provided they are still qualified to perform the work. If the job has been abolished or its

content substantially changed, the employee may displace the junior employee in a job grade which is equal to or below their former job grade or the junior employee in a job previously held and for which they are qualified.

- 19.14 For leaves of absence of one (1) year or less, all seniority is maintained and accumulated. For leaves of absence exceeding one year, seniority will be maintained but not accumulated.
- 19.15 **An** employee who becomes a candidate or is elected to public office shall receive a leave of absence without loss of seniority in accordance with Section 80 - Labour Standards Act.

ARTICLE 20 - SPECIAL TIME OFF WITH PAY

20.01 *Employees are paid their normal base wage for personal disability on the following basis:*

Day Shift Employees

<i>Benefit - Full Years of Continuous Service in the Calendar Year</i>	<i>Paid Hours in the Calendar Year</i>
<i>Less than 1 year</i>	<i>1.5 hours for each complete month remaining</i>
<i>1 year</i>	<i>18</i>
<i>2 years</i>	
<i>3 years</i>	
<i>4 years</i>	<i>36</i>
<i>5 years</i>	
<i>6 or more years</i>	<i>56</i>

10-Hour Day Shift Employees

<i>Benefit - Full Years of Continuous Service in the Calendar Year</i>	<i>Paid Hours in the Calendar Year</i>
<i>Less than 1 year</i>	<i>1.66 hours for each complete month remaining</i>
<i>1 year</i>	<i>20</i>
<i>2 years</i>	<i>20</i>
<i>3 years</i>	<i>30</i>
<i>4 years</i>	<i>40</i>
<i>5 years</i>	<i>50</i>
<i>6 or more years</i>	<i>60</i>

12-Hour Shift Employees

<i>Benefit - Full Years of Continuous Service in the Calendar Year</i>	<i>Paid Hours in the Calendar Year</i>
<i>Less than 1 year</i>	<i>2 hours for each complete month remaining</i>
<i>1 year</i>	<i>24</i>
<i>2 years</i>	<i>24</i>
<i>3 years</i>	<i>36</i>
<i>4 years</i>	<i>48</i>
<i>5 years</i>	<i>60</i>
<i>6 or more years</i>	<i>72</i>

These hours are for routine disability and also cover time spent for routine examinations (medical, dental, eye). They may also be used in the case of illness of spouse or dependent child.

An employee will be able to use one shift of the allotted hours as a personal day off. The personal day requires a supervisory approval process similar to vacation.

Personal days cannot be carried over from one year to the next.

A medical certificate will be required when an employee has been absent for a period in excess of three (3) consecutive scheduled workdays. A medical certificate or verification may be requested for a period of absence of less than three (3) days.

The above amounts are payable to all qualified employees on the first full pay period after January 1 of the succeeding calendar year. The basis of this payment is service time and is independent of the individual employee's attendance for that year. Payment is on the basis of the individual's base rate as of December 1.

Unused hours do not accumulate from year to year.

- 20.02 When an employee is absent under this Article and a designated holiday occurs, they shall be paid a normal scheduled day's (8, 10 or 12 hours) pay at their regular straight-time rate and payment shall not result in a reduction of any of the days off as described in 20.01, provided the employee satisfies the eligibility requirements as outlined in Article 17.01.
- 20.03 Employee(s) will not be entitled to *special time off with pay* when absent from work due to a statutory holiday, leave of absence or layoff or for those days which they would have been scheduled as regular days off. Sick pay entitlement for employees who are on vacation will be dealt with as per Article 18.13.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01 During the lifetime of the Agreement, the Group Insurance Plan as described in the "Benefits Handbook for Hourly Employees at Esterhazy, Saskatchewan" will be maintained except as amended hereafter.

It is understood that disability benefits are payable only after an employee has exhausted the employee's sick pay benefits as provided in Article 20.

The only exception is that a 5&2 employee may reserve the last forty (40) hours of accumulated paid sick leave to be used at a later time. A shift employee may reserve the last forty-eight (48) hours of accumulated paid sick leave to be used at a later time.

21.02 a) Short-Term Disability

- i) Premiums to be fully paid by the Company.
- ii) **If** your disability results from a nonoccupational injury, income benefits will be payable from the first scheduled workday you are unable to report for work up to a maximum of thirty (30) weeks during any one period of disability.
- iii) If your disability results from a nonoccupational illness, income benefits will be payable from the fourth (4th) day after the first scheduled workday you were unable to report to work up to a maximum of thirty (30) weeks during any one period of disability.
- iv) Benefit level – seventy percent (70%) of normal earnings per week.

b) Long-Term Disability

- i) Sixty percent (60%) of the premiums will be paid by the Company and forty percent (40%) will be paid by the employees.
- ii) Benefits will be seventy percent (70%) of normal earnings, including fifty percent (50%) of Canada Pension Plan benefits, per month.
- iii) Long-term disability benefits shall be fixed at the level of benefits the employee was eligible for at the time of disability.

c) General

Eligibility for entrance into the above plans shall be provided for in the applicable benefit plan policy. None of the above benefits will be reduced as a result of the employee holding private insurance.

All benefits under this Article shall be based on the job title rate of the employee at the time of commencement of receipt of any of the benefits. The Company agrees to distribute a copy of the group insurance booklet to all employees.

d) Dental Plan

A dental insurance plan will be established covering employees and their spouse, where applicable, with the employee paying twenty percent (20%) of the dental bill and the Plan paying eighty percent (80%) of the dental bill.

Article 21.02d) - Employee Benefits - Dental Plan

The Company will pay the full cost of the Plan.

The Dental Plan will not have a maximum limit and will include orthodontia.

The Dental Plan will include unmarried, dependent children to age twenty-three (**23**) if the child is a full-time student at an accredited school and remains a dependent.

Dependent children referred to above shall be eligible for basic dental coverage paying eighty percent (80%) of the dental bill.

Dependent children referred to above shall be eligible for defined major services including orthodontia benefits and shall be payable at fifty percent (50%) of normal and customary charges under the Saskatchewan Dental Association Fee Schedule.

To be eligible for payment of a dental bill, an employee's charges as submitted to the Company for payment must conform with the regulations of the Plan as outlined and the Saskatchewan Dental Association Fee Schedule.

e) Vision Care

As part of the Group Benefits Program, effective February 1, 2010, each employee, spouse and dependent child will be eligible for vision in the amount of Three Hundred and Ten Dollars (\$310.00) per person plus up to Seventy-Five

Dollars (\$75.00) per employee/eligible dependent for eye exams during any consecutive twenty-four (24) month period. Effective *February I, 2011*, each employee, spouse and dependent child will be eligible for vision in the amount of *Three Hundred and Twenty Dollars (\$320.00)* per person plus up to Seventy-Five Dollars (\$75.00) per employee/eligible dependent for eye exams during any consecutive twenty-four (24) month period. Laser surgery is an eligible expense for this coverage.

f) Medical Plan

The Medical Plan will provide coverage for the employee, spouse and eligible dependent children as described in the “Benefits Handbook for Hourly Employees at Esterhazy, Saskatchewan.”

g) Company Benefit Level

Effective February 1, 1995, the benefit levels provided by the Company will be frozen in such a way that the Company will not assume any additional Medicare costs that may flow to employees as a result of any government off-loading of future costs of Medicare.

h) Dependent Life Insurance

The Company will provide dependent life insurance of \$7000 for a dependent spouse and \$7000 per dependent child. This insurance benefit is available to all active hourly employees. Couples working for Mosaic Esterhazy **will** be treated as two individual

Article 21.02h) • Employee Benefits - Dependent Life Insurance

employees. In the event of the death of a dependent child, each parent of the child would receive a payment of \$7000.

General

- 21.03 In the event an employee who has been injured on the job and who has subsequently received a medical certificate stating that they are fit for work, the Company will make a special effort to offer them employment within their ability for jobs that have become available. The time limit for consideration under this clause is subject to Article 19.04 b).
- 21.04 Tools and clothing shall be defined in Exhibit 1.

ARTICLE 22 - PENSIONS

- 22.01 During this Agreement, the retirement benefits as described in the Company's pamphlet entitled "Benefits Handbook for Hourly Employees at Esterhazy, Saskatchewan" will be maintained.
- 22.02 *Effective February 1, 2010, the Pension Plan Summary shall include a monthly pension of Sixty-Two Dollars (\$62.00) per month per year of service. Effective February 1, 2011, the Pension Plan Summary shall include a monthly pension of Sixty-Four (\$64.00) per month per year of service. Effective February 1, 2012, the Pension Plan Summary shall include a monthly pension of Sixty-Six Dollars (\$66.00) per month per year of service.*

- 22.03 The monthly pension will be in addition to any monies a retiree may receive from C.P.P. and Old Age Benefits.
- 22.04 **An** employee will be entitled to full, vested retirement benefits after two (2) years of seniority **or** when their age plus total years of continuous service total at least forty-five (45).
- 22.05 While the normal retirement for all employees is age sixty-five (65), all eligible employees after reaching the age of sixty-one (61) shall be entitled to early retirement with no reduction in benefits.
- 22.06 Credited service for the calculation of retirement benefits shall include all employment time with Mosaic Potash Esterhazy.
- 22.07 In addition to the normal survivor protection of the pension determined by personal selection at the time of retirement, the Mosaic Potash Esterhazy Limited Partnership Retirement Plan offers spousal protection in the event of the death of **an** employee before the employee's pension starts.
- 22.08 If you retire early, your pension will be reduced by four percent (4%) for each year by which your pension starting date precedes your sixty-first (61st) birthday.

ARTICLE 23 - NOTICES

23.01 Any notice to either Party shall be addressed as follows:

To the Company:

Mosaic Potash Esterhazy
Attention - Human Resources Manager
Esterhazy, Saskatchewan
S0A OXO

To the Union:

Local 892, Communications, Energy &
Paperworkers Union of Canada (CEP)
Attention - Unit Chairperson
P.O. Box 1509
Esterhazy, Saskatchewan
S0A OXO

ARTICLE 24 - SAFETY AND HEALTH

Preamble

24.01 The Parties, in recognizing the importance of an active program to promote safety and health in working conditions and practice, have agreed as follows:

24.02 In matters pertaining to safety and occupational health, the *current* Saskatchewan Health & Safety Act *and its Regulations* shall be the basic guide in the development of and implementation of a safety and occupational health program.

- 24.03 The Company agrees to make reasonable provisions for the safety and *occupational* health of its employees during the hours of employment.
- 24.04 The Union agrees that careful observance of safe working practices and safety rules is a primary duty of all employees. The Company agrees that there will be uniform enforcement of the rules among employees in scope and these rules shall be enforced without discrimination.
- 24.05 For the continued protection of its employees, the Company retains its right to require any employee to submit to a physical examination at the Company's expense by a company-designated physician at any time or from time to time to determine the fitness of the employee. The Company has the right to utilize the report of the physical examination to aid it in determining whether the employee can perform their duties in a safe and satisfactory manner.
- 24.06 Safety and health problems will be resolved as quickly as practicable.
- 24.07 Workers have a duty to participate in activities that improve health and safety. They must follow health and safety policies, plans **and** procedures that are lawfully established by the employer.

Occupational Health Committees

- 24.08 There shall be five (5) *Occupational* Health Committees with union representation as follows:

Article 24.08 - Safety and Health - Occupational Health Committees

- a) K1 and K2 Underground Operations - two (2) employees from K1 and two (2) employees from K2.
- b) K1 and K2 Surface Operations - two (2) employees from K1 and two (2) employees from K2.
- c) Inflow Control Operations - two (2) employees.

The number of company representatives on these Committees may be equal to the number of union representatives, but in no case shall the number exceed the number of union representatives.

The Parties shall select their members on each Committee and the persons designated as cochairpersons of each Committee. There shall be two (2) cochairpersons for each of the Committees (one Company/one Union). Chairpersonship of each Committee shall alternate on a meeting basis.

When one cochairperson is acting as chairperson, the other will act as secretary. Each Party may select alternate members for each Committee who may be called to act in the absence of regular Committee members.

24.09 The purpose of the joint *Occupational* Health Committees shall be:

- a) to consider and review safety and health conditions and complaints and accidents referred to it by employees;
- b) to participate in the identification of safety hazards;
- c) to prepare advisory recommendations;
- d) to maintain records in connection with the receipt and disposition of employee complaints in reference to safety and health matters.

- 24.10 Each Party shall notify the other Party in writing of the names of its appointees and alternates to the respective *Occupational Health Committees*. The Parties shall not recognize members of any Committee unless notice in writing has been given by an authorized official of the other Party.
- 24.11 There shall be established, by mutual agreement, a set day and time on a *monthly* basis for each Committee to meet and review matters referred to them. All Committee meetings shall be scheduled during regular working hours. **An** employee shall not suffer loss of regular straight-time pay for participating in these meetings or other activity referred to in Accident and Occupational Health Officer Investigations. Prior to leaving their jobs to attend safety and health matters, Committee members must obtain permission from their supervisor. Permission shall not be unreasonably withheld.
- 24.12 Either cochairperson may call a special meeting of their Committee to deal with urgent concerns, imminent dangers to health or safety, investigations of accidents or dangerous occurrences or refusals to work pursuant to Section 23 of the Act.
- 24.13 Minutes of each Committee meeting signed by both cochairpersons shall be distributed to their Committee members and posted on bulletin boards within one (1) week after any meeting.

Procedure

- 24.14 An employee who believes a health and safety concern exists shall report the concern to their immediate

Article 24.14 - Safety and Health-Procedure

supervisor. If the employee is not satisfied with the supervisor's decision, they shall forward the matter to an *Occupational Health Committee member*.

Right to Participate

24.15 The right to participate applies to every employee and employees have the right to:

- **Ask** management for information about health and safety issues.
- Report health and safety concerns to management.
- Report unsolved concerns to the Committee or a representative.
- Discuss concerns at meetings.
- Appeal decisions of occupational health officers.

Accidents

24.16 The Company will notify the employee *Occupational Health Committee* cochair or designate as soon as possible following incidents requiring notification to the Chief Mine Inspector. Accidents involving serious injury will be investigated by both cochairpersons of the Committee for the area involved with a written report submitted to the Committee.

24.17 If **an** occupational health officer requests to be accompanied on an investigation of the operation, the cochairperson(s) of the Committee for the area involved shall accompany the occupational health officer.

Refusal

24.18 *Any worker choosing to exercise their right to refuse under Section 23 of the current Saskatchewan Health*

and Safety Act shall notify their supervisor immediately.

ARTICLE 25 - CONTRACTING

- 25.01** So far as practicable with the work force available, normal maintenance, repair and production work which has been done regularly by the Company's own employees will continue to be done by these employees.
- 25.02** New construction, installation or modification of equipment, major repairs, major maintenance, major overhaul work or other work not regularly done by the Company's own employees may be done by outside contractors.

This clause is not intended to restrict the Company to let contracts when it feels it necessary, economical or expedient to do so, such as not having the necessary equipment, supervision or employees immediately available with the necessary skills or when peaks of work would require a temporary increase of the Company's forces with subsequent layoff of those forces.

- 25.03** If it becomes necessary to contract out work as provided for above, the Company agrees to give a written notification of the reasons for contracting out to a designated representative of the Union prior to the work being performed. If time does not permit, the Company

Article 25.03 - Contracting

shall notify a Union official and follow with a written notice. In the notification, the Company will give the name of the contractor, the approximate number of personnel involved, the approximate duration and the job to be performed. So far as practicable, at the request of either Party, contract work and the availability of employees to do that work will be discussed.

25.04 The Company will not cause an employee to be laid off, demoted, terminated or transferred by bringing in outside contractors to perform normal maintenance repair or production work on the plant premises. It is not the intent of the Company to replace the normal work force with contractors.

25.05 The Union is to receive Five Thousand Dollars (\$5,000) per quarter **as** payment for on-site contract workers. In addition, during periods of temporary layoffs and vacation shutdown, the following calculation will be used to determine additional monies paid to the Union.

The formula will be one (1) hour's pay per contractor employee per month, pay to be one (1) hour at the Mosaic Potash Esterhazy Journeyman hourly rate. Contractor hours are to be accumulated and divided by one hundred and seventy-four (174) hours to determine the number of full-time equivalent positions. Long-term contractors are excluded.

ARTICLE 26 -WORK BY SUPERVISORS

- 26.01** It is recognized that the duties of a supervisor are of a supervisory nature. Accordingly, the supervisors shall not perform work performed by the employees covered by this Agreement except:
- a) In emergencies for protection of company property and/or the safety and health of employees.
 - b) In the direct instruction and direct training of employees.
 - c) Work of a research and development nature.

ARTICLE 27 - BULLETIN BOARDS

- 27.01** The Company will provide bulletin boards in appropriate places readily accessible to employees. Bulletin boxes supplied by the Union will be affixed in agreed-upon locations so that Union bulletins may be distributed.
- 27.02** Only bulletins authorized by the Local **892** Executive will be posted or distributed.
- 27.03** The Parties have a responsibility to ensure that notices posted or distributed shall not be inflammatory or political.
- 27.04** The posting or distribution by employees of notices, pamphlets, advertising or political matters will not be sanctioned.

ARTICLE 28 - LEGALITY OF PROVISIONS

- 28.01 This Agreement shall at all times conform with all applicable laws of the Province of Saskatchewan and/or the Dominion of Canada. If any section or part of this Agreement shall be held to be invalid due to a change in law, the remaining provisions shall be given full force and effect **as** completely as if the part held invalid had not been included therein.

ARTICLE 29 - COMPLETE AGREEMENT

- 29.01 This Agreement contains the complete understanding between the Parties for the term of this contract. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed by mutual agreement of the Parties. Any agreements, amendments, or changes arrived at as a result of discussions shall become effective upon being reduced to writing and signed by the Parties.

ARTICLE 30 - DURATION OF AGREEMENT

- 30.01 This Agreement shall be binding upon the Parties from the 1st day of February, **2010**, and shall remain in effect through ~~the~~ 31st day of January, **2013**, and from year to year thereafter, but either Party may, not less than thirty (30) days or not more than one hundred and twenty (120) days prior to the termination date, give notice in writing to the other Party to terminate or negotiate revisions to this Agreement.
- 30.02 **At** the first meeting for commencement of negotiations, both Parties shall submit their proposals in writing.

30.03 Negotiations are to commence within thirty (30) days' notice for a revision of this Agreement or for a new Agreement.

ARTICLE 31 - TECHNOLOGICAL CHANGE

31.01 In recognition of the spirit and intent of Section 43 of the Trade Union Act, the Parties will provide through the format of this Agreement an orderly procedure to deal with the effect of a technological change within the meaning of the Act. If as a result of a technological change within the meaning of the Act job classifications are changed, job classifications are combined and/or new job classifications are established, they will be dealt with under the provisions of Article 16.

Interpretation of "significant numbers" in the Trade Union Act shall mean one (1) or more persons in all cases.

31.02 Procedures for the aforementioned are:

a) Notification

The Company will notify the Union of a technological change at least ninety (90) days prior to the date on which the change is to be effected and notice shall be in writing and state:

- i) the nature of the technological change,
- ii) the date the Company proposed to effect the technological change and
- iii) the names, seniority dates and classifications of the employees primarily affected.

Article 31.02 - Technological Change

b) Employee Rights

An employee displaced as a result of a technological change will exercise layoff rights under Article 10.

c) Cooperation With Human Resources Development Canada

- i) Upon request, the Company will furnish to Human Resources Development Canada the laid-off employee's skills inventory record and other information necessary to assist them in relocating the displaced employee to another job with another company.
- ii) Reductions in the work force **as** a result of production requirements solely are not subject to this Article and Section 43 of the Trade Union Act.

Computers

31.03 It is recognized that the use of computers in the workplace will continue to grow. It is inevitable that some restructuring of jobs and job descriptions will occur under Article 16. It is not the intention of the Company to make changes associated with computerization which would have as their purpose the replacement of in-scope employees with out-of-scope employees. It is also understood that the use of computers from time to time by out-of-scope employees does not constitute the performing of work in the exclusive domain of in-scope employees.

This Agreement shall not have any effect on out-of-scope employees who use computers in the normal


course of their job to do work that is normally not done by in-scope employees.

Employee(s) whose jobs are permanently affected by computerization shall be recognized under this Article.

DATED at Esterhazy, Saskatchewan, this 21st day of *October, 2010.*

On behalf of:

**COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION
OF CANADA, LOCAL 892**

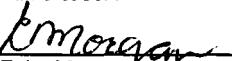

Rhoda Cossar, Staff Rep

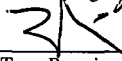

Shannon Reitenbach



Brian Ilg


Wayne Deschambault


Lawrence Petit

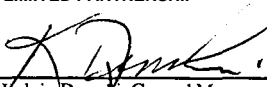

Esther Morgan



Terry Rowein



Bryan Glazer


On behalf of:

**MOSAIC POTASH ESTERHAZY
LIMITED PARTNERSHIP**



Kelvin Dereski, General Manager


Brian Warren, VP, HR


Chandra Pratt


Braden Domes


Jody Geddes


Dustin Maksymchuk


Rob Dyck


Woody Bjamason

EXHIBIT ■
TOOLS AND CLOTHING

1) Tools

- a) The Company will issue to employees at no cost all tools as required in the opinion of the Company for the performance of work by the employees. Each employee upon being issued tools shall acknowledge receipt of the tools by signing for them.
- b) Tools worn out or defective will be maintained or replaced by the Company.
- c) Tools lost in the line of duty or stolen as determined by the supervisor will be replaced by the Company. Repeated claims by any one employee for replacement of tools will be deemed evidence of negligence and, in these cases, replacement may be denied.
- d) The cost of any tools not returned in good condition, normal wear excepted, upon request of the Company or upon termination of employment shall be withheld from any wages due and payable to the employee.
- e) Any tools not returned shall be paid for by the employee at their reasonable depreciated value and shall become the property of the employee.
- f) Depreciation shall be equal to forty percent (40%) at the end of one (1) year and ten percent (10%) at the end of the second year, but in no event shall a tool have a depreciated value of less than fifty percent (50%) of its replacement value.

2) Clothing

The Company will supply protective apparel as deemed necessary to employees on the following basis:

- a) Slickers: Shaftsperson and Cage Tender K1 - Other employees requiring slickers from time to time will be allowed to use these through their supervisor upon request at no cost to the employee.
- b) Welder's Sleeves and Welder's Gloves: Supplied to welders and those required to weld on an exchange basis at no cost to the employee.
- c) Prescription Glasses: No more than one (1) pair each year on an exchange basis. If an employee damages their prescription glasses while at work through no negligence on their part and providing repair or replacement of prescription glasses is not covered by Worker's Compensation, then the Company will repair or replace them. Prescription glasses shall be regular company issue. The Company shall not be obligated to pay any costs relating in any way to eye examinations (covered under Article 21.02 e)). The cost of prescription glasses shall be paid by the Company.
- d) Hard Hats, Liners, Suspensions, Goggles, Welder's Hoods: Will be supplied, as deemed necessary by the Company at no cost to the employee.
- e) Parkas: Employees requiring parkas from time to time will be allowed to use these through their supervisor upon request at no cost to the employee.

f) Gloves: Employees will be issued gloves on an exchange basis at no cost to the employee.

g) Boots: During each calendar year, the Company will supply:

i) two (2) pairs of safety boots or four (4) pairs of rubber boots or

ii) one (1) pair of safety boots and two (2) pairs of rubber boots

upon completion of the employee's probationary period to employees requiring boots. Boots must be exchanged after initial issue and must be worn out prior to reissuing a new pair. Selection shall be limited to those styles carried in the company warehouse stock. Employees may purchase boots off site to a total value of Three Hundred Dollars (\$300.00) per calendar year. Employees will not be allowed to purchase off site in the same calendar year as they obtained safety boots from the company warehouse. Employees changing from rubber boots to leather safety boots during the year will be deducted for the cost of the original rubber boots.

h) Snowsuits: The Company will maintain a limited supply of snowsuits that will be available through an employee's supervisor in cases of short-term use in emergency situations in extreme weather. The snowsuits must be returned to the supervisor immediately after the specific period of use by the employee.

i) The above articles of safety apparel or equipment will only be replaced by the Company upon normal wear and tear through normal usage on company premises.

Exhibit 1 - Tools and Clothing

The depreciated cost of any of the above articles not returned upon request of the Company or upon termination of employment shall be withheld from any wages due and payable to the employee.

APPENDIX "A"

Percent Increase		9%	4.5%	3.5%
		FEB.	FEB.	FEB.
Mine Progression		1/10	1/11	1/12
Master Mine Operator		38.36	39.51	40.90
Mine Operator II		34.60	36.16	37.42
Mine Operator III		31.47	32.88	34.04
Mine Operator III	26.54	28.93	30.23	31.29
Mine Operator IV		26.21	27.39	28.35
Shaft Progression				
Shaftsperson II	32.37	35.28	36.87	38.16
Shaftsperson III	29.62	32.29	33.74	34.92
Shaftsperson III	26.54	28.93	30.23	31.29
Shaftsperson IV		26.21	27.39	28.35
Classification - Mine				
Master Operator		38.36	39.51	40.90
Hoist Operator	33.48	-----	-----	-----
Mine Technician I	33.48	36.49	38.14	39.47
Alpine Miner Operator	-----	-----	-----	-----
Miner Operator	-----	-----	-----	-----
Miner Operator IG	-----	-----	-----	-----
Mine Technician III	28.87	31.47	32.88	34.04
Cage Tender	-----	-----	-----	-----
Extensible @e Operator	-----	-----	-----	-----
Loader Operator	-----	-----	-----	-----
Scoop Tram Operator	-----	-----	-----	-----
Shuttle Car Operator	-----	-----	-----	-----

APPENDIX * #

Percent Increase		9%	4.5%	3.5%
Mill Progression	Previous Rate	FEB. 1/10	FEE. 1/11	FEB. 1/12
Master Mill Operator		38.36	39.51	40.90
Mill Operator I		34.60	36.16	37.43
Mill Operator II	28.87	31.47	32.89	34.04
Mill Operata III		29.93	30.23	31.29
Mill Operator IV		26.21	27.39	28.35
Loadout Progression				
Loadart Operator I	31.74	34.60	36.16	37.43
Loadout Operator II	28.87	31.47	32.89	34.04
Loadout Operator III	26.54	28.93	30.23	31.29
Loadout Operata IV		26.21	27.39	28.35
Classification. Mill				
Mill Technician IA	33.48	36.49	38.13	39.46
Central Control Operator K1				-----
Central Control Operator K2		-----		-----
Central Control/Boiler Operata		-----		-----
K2 U/G Water Pump Operata	31.74			-----
Mill Technician I	31.74	34.60	36.16	37.43
HM/Flotation Operata			-----	-----
K1 U/G Water Pump Operator	-----			-----
Refinery Operator I				-----
U/G Water Control Operata			-----	-----
U/G Water Pump Operata				-----
XLR Operator K1			-----	-----
XLR Operator K2		-----		-----
Mill Technician IIA	29.62	32.29	33.74	34.92
Process Operator Area I				-----
Process Operator Area II		-----		-----
Reagent Operata				-----
Refinery Operator II	-----	-----		-----
Mill Technician II	28.87	31.47	32.89	34.04
Compacting Operator	-----	-----		-----
Screening Operator K2		-----		-----
Mill Technician III	27.68	30.17	31.53	32.63
Reclaim Operator	-----	-----		-----
Refinery Operata III	-----	-----		-----

Percent Increase		9%	3%, 4.5% & 5%	3.5%
Belt Construction Progression	Previous Rate	FEB. 1/10	FEB. 1/11	FEB. 1/12
Master Belt Construction		38.36	39.51	40.90
Belt Construction I		34.60	36.16	37.43
Belt Construction II		31.47	32.89	34.04
Belt Construction III		28.93	30.23	31.29
Belt Construction IV		26.21	27.39	28.35
Mechanical Non-Indentured Progression				
Mechanic I	31.74	35.71	37.49	38.80
Mechanic II	28.87	31.47	32.89	34.04
Mechanic III	27.68	30.17	31.53	32.63
Mechanic IV	26.54	28.93	30.23	31.29
Classification- Maintenance	Previous Rate	FEB. 1/10	FEB. 1/11	FEB. 1/12
Maintenance Technician I	33.84	40.30	41.50	42.96
Boiler Operator 2nd Class/Chief Engineer	-----			-----
Boiler Operator 2nd Class with Refrigeration Papers	-----			-----
Boiler Operator 2nd Class	-----			-----
Journeyman Electric Motor Rebuild	-----			-----
Journeyman Electrician	-----		-----	-----
Journeyman Heavy Duty Repair	-----	-----	-----	-----
Journeyman Industrial Mechanic	-----	-----	-----	-----
Journeyman Instrumentation	-----	-----	-----	-----
Journeyman Machinist	-----	-----	-----	-----
Journeyman Welder	-----	-----	-----	-----
Journeyman Instrumentation - Geotechnical	-----	-----	-----	-----
Pressure Welder with Certificate	-----	-----	-----	-----
Boiler Operator 3rd Class/Permitted 2nd		38.36	39.51	
Maintenance Technician II				
Electric Motor Rebuild	31.74	35.71	37.49	38.80
Electrician I	-----		-----	-----
Heavy Duty Mechanic I	-----		-----	-----
Instrumentation I	-----	-----	-----	-----
Instrumentation I - Geotechnical	-----	-----	-----	-----
Machinist I	-----	-----	-----	-----
Welder I	-----	-----	-----	-----
Ground Control Operator I	32.37	35.28	36.87	38.16
Boiler Operator 3rd Class	31.74	34.60	36.16	37.43
Surface Water Control I	-----		-----	-----
U/G Belt Construction I/A	-----	-----	-----	-----

APPENDIX 'A'

Classification - Maintenance Continued	Percent Increase Previous Rate	9% FEB. 1/10	4.5% FEB. 1/11	3.5% FEB. 1/12
Maintenance Technician III	28.87	31.47	32.89	34.04
Ground Control Operator II	-----	-----	-----	-----
Heavy Duty Mechanic III	-----	-----	-----	-----
Tails Line operator	-----	-----	-----	-----
U/G Belt Construction II	-----	-----	-----	-----
Welder II	-----	-----	-----	-----
Maintenance Technician IV	27.68	30.17	31.53	32.63
Buildings Repair I	-----	-----	-----	-----
Heavy Duty Mechanic III	-----	-----	-----	-----
U/G Belt Construction II	-----	-----	-----	-----
Maintenance Technician V	26.54	28.93	30.23	31.29
Buildings Repair II	-----	-----	-----	-----
Heavy Duty Mechanic IV	-----	-----	-----	-----
<u>GENERAL</u>				
Helper	24.05	26.21	27.39	28.35
Labourer	21.99	23.97	25.05	25.93

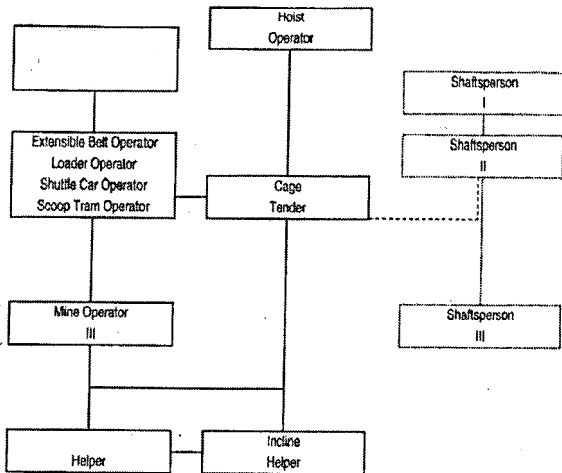
APPENDIX "A"

Percent Increase		9%	4.5%	3.5%
Classification- Office & Technical	Previous Rate	FEB. 1/10	FEB. 1/11	FEB. 1/12
Electrical Analyst I	33.84	36.89	38.55	39.90
Electrical Technologist	-----	-----	-----	-----
Mechanical Analyst I	-----	-----	-----	-----
Research Assistant	-----	-----	-----	-----
Senior Electrical Draftsperson	-----	-----	-----	-----
Senior Mechanical Draftsperson	-----	-----	-----	-----
Laboratory Technician	32.62	35.56	37.16	38.46
Metallurgical Technician	-----	-----	-----	-----
Mine Technician	-----	-----	-----	-----
Research Technician	-----	-----	-----	-----
Rock Mechanic Technician	-----	-----	-----	-----
Electrical Analyst II	31.74	34.60	36.16	37.43
Electrical Draftsperson I	-----	-----	-----	-----
Inventory Control	-----	-----	-----	-----
Mechanical Analyst II	-----	-----	-----	-----
Mechanical Draftsperson I	-----	-----	-----	-----
Mine Technician II	31.16	33.96	35.49	36.73
Surveyor I	-----	-----	-----	-----
Cost Accountant	29.36	32.00	33.44	34.61
Laboratory Operator I	-----	-----	-----	-----
Surface Water Control Technician	-----	-----	-----	-----
Electrical Draftsperson II	28.87	31.47	32.89	34.04
Mechanical Analyst II	-----	-----	-----	-----
Mechanical Draftsperson II	-----	-----	-----	-----
Warehouse I	28.46	31.02	32.42	33.55
Laboratory operator II	28.28	30.83	32.22	33.35
Electrical Draftsperson III	27.65	30.14	31.50	32.60
General Accounting Clerk	-----	-----	-----	-----
Mechanical Analyst III	-----	-----	-----	-----
Mechanical Draftsperson III	-----	-----	-----	-----

APPENDIX *A

Classification - Office & Technical continued	Percent Increase	9%	4.5%	3.5%
	Previous Rate	FEB. 1/10	FEB. 1/11	FEB. 1/12
Surveyor T	26.16	28.51	29.79	30.83
Warehouse I	26.00	28.34	29.62	30.66
General Clerk	25.68	27.99	29.25	30.27
Inflow Control Clerk I	-----	-----	-----	-----
Information System Clerk I	-----	-----	-----	-----
Voce System Clerk	-----	-----	-----	-----
Accounts Payable Clerk	23.41	25.52	26.67	27.60
Purchasing Clerk	-----	-----	-----	-----
Information System Clerk II	21.96	23.94	25.02	25.90

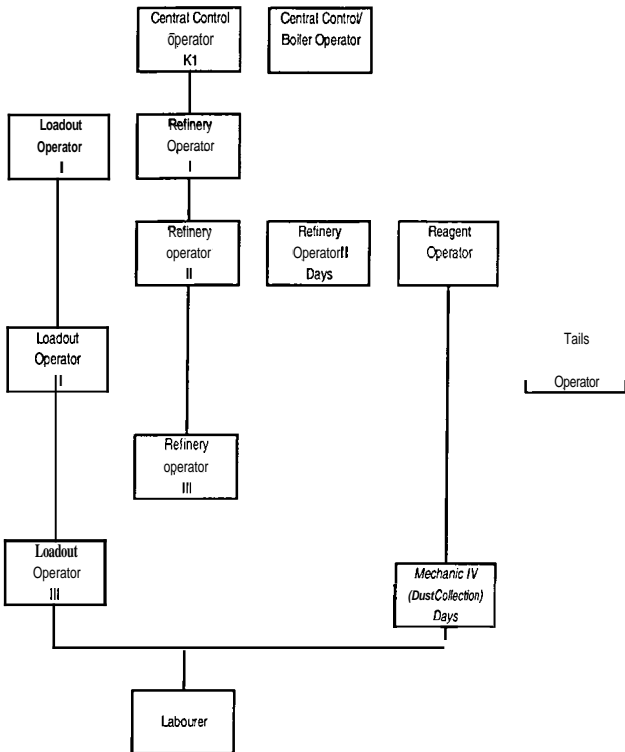
APPENDIX B
MINE DEPARTMENT



Dated 09/24/2010

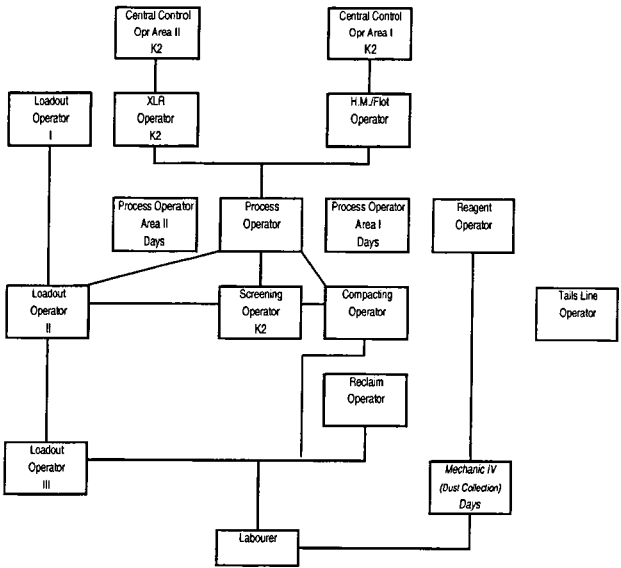
APPENDIX B

K1 MILL DEPARTMENT



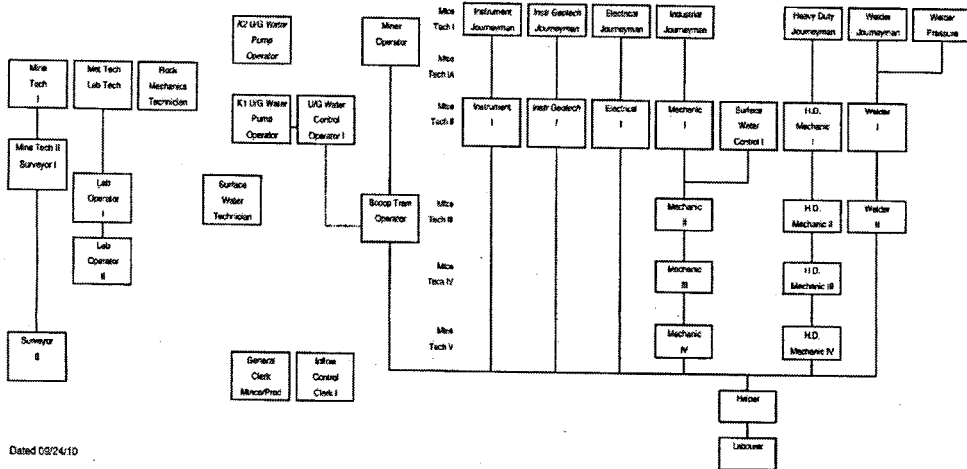
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APPENDIX B K2 MILL DEPARTMENT



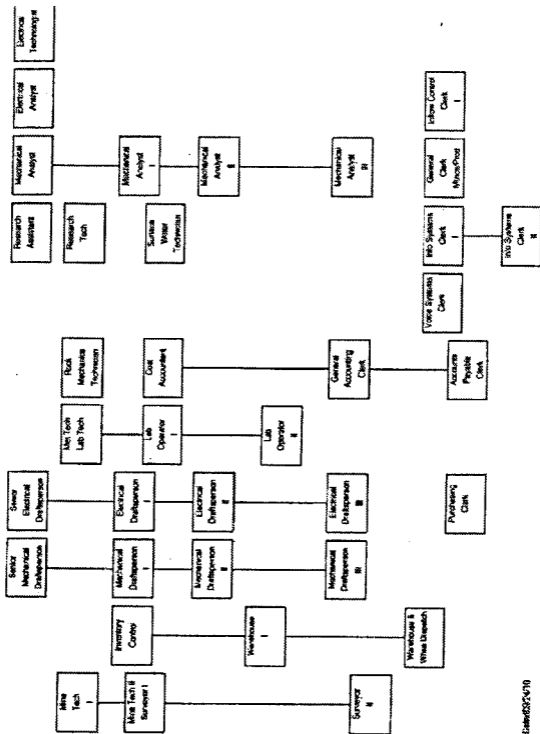
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APPENDIX B WATER RECOVERY



Dated 03/24/10

APPENDIX B
OFFICE & TECHNICAL



Encl: 3/1/70

MECHANICAL NON-INDENTURED PROGRESSION

Labourer

New Hire

Mechanic IV

The Mechanic IV position will be an entry level position and dependant on a 70% grade on the Bennett Mechanical test. To maintain the Mechanic IV position, the employee must show a willingness to learn, train and test in the mechanical field. Failure to learn, train or test will result in the company exercising Article 9.11.

Mechanic III

Progression from Mechanic IV to Mechanic III will require eighteen (18) months as Mechanic IV and successful completion of:

TOS for hand tools, torch, welder
O/H crane training
Noria MLT1 training (or equivalent)
Fork lift designation

Current non-indentured mechanics will retain their classification and rate. They will be allowed to progress according to the line of progression noted above.

Mechanic II

Progression from Mechanic III to Mechanic II will require eighteen (18) months as Mechanic III, maintaining certification in 1 position CWB and successful completion of:

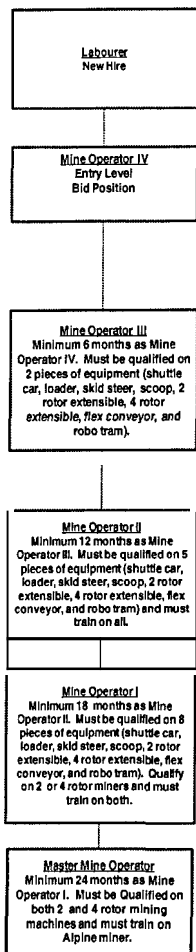
TOS for hand tools, torch, welder
O/H crane training
Noria MLT1 training (or equivalent)
Fork lift designation
Mobile crane training
Belt tensioning training
Sheave alignment training
Bearing I

Mechanic I

Progression from Mechanic II to Mechanic I will require eighteen (18) months as Mechanic II, maintaining certification in 3 positions CWB and successful completion of:

TOS for hand tools, torch, welder
O/H crane training
Noria MLT1 training (or equivalent)
Fork lift designation
Mobile crane training
Belt tensioning training
Sheave alignment training
Bearing I
Alignment training
Balancing training
Hydraulic training
Bearing II

MINE PROGRESSION



Positions bid in Mine are bid as mine operators or specific mine operator levels. Depending on operational requirements, a position may be bid at a specific level. If the bid is for a generic mine operator, an employee would maintain their level within the progression and the bid would be awarded by seniority.

Note: An employee who is qualified may be assigned duties at any level. An employee must maintain their qualifications in all levels of their progression.

Note: Each position may be required to perform minor maintenance. Examples: lubing, trim chains, hose leaks, etc.

Note: Master Mine Operators are expected to take a leadership role on their respective crews.

Existing employees who are only qualified on one miner will have their rate grandfathered.

SHAFT PROGRESSION

Labourer
New Hire

Shaftsperson IV
Entry Level
Bid Position

Positions bid in the Shaft are bid as shaftspersons or specific shaftsperson levels. Depending on operational requirements, a position may be bid at a specific level.

Note: An employee who is qualified may be assigned duties at any level. An employee must maintain their qualifications in all levels of their progression.

Shaftsperson III
Minimum 6 months as Shaftsperson IV. Must be qualified as a cagetender and on 2 pieces of equipment (skid steer, scoop, overhead crane and forklift). Pass TOS on hand tools, torch, and welder.

Note: Shift operators are not included in the shaftsperson progression.

Shaftsperson II
Minimum 12 months as Shaftsperson III. Must be qualified on 4 pieces of equipment (skid steer, scoop, overhead crane and forklift). Must be qualified on rigging, blasting ticket, obtain and maintain welding CWB 1 position, level 1 shaft knowledge.

*Inspect and maintain shaft from sheave wheel to sump, inspect/change out and make minor adjustments and repairs to conveyances, inspect skip loading and skip dumping devices, inspect and lubricate wire roper, inspect and service conveying systems and mine pumps, and long and short dividers at K1.

The company is currently exploring the possibility of employees in the shaft being credited time towards the iron worker trade.

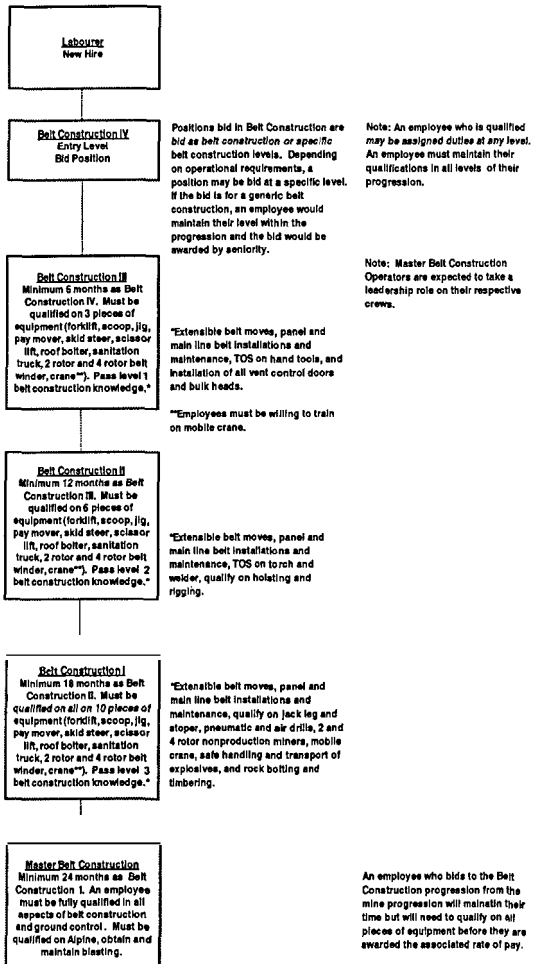
Shaftsperson I
Minimum 18 months as Shaftsperson II. Obtain and maintain welding CWB 2 position. Pass level 2 shaft knowledge:

*Changing ropes, water lines, and installing cables.

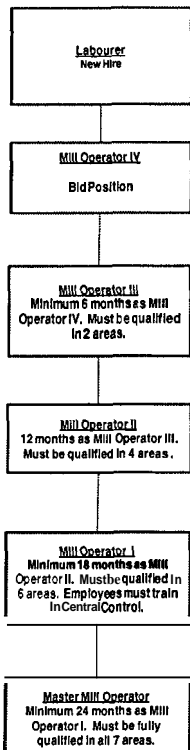
Cagetenders are reclassified as shaftspersons and included in progression.

Note: Shaftsperson I's are expected to take a leadership role on their respective crews.

BELT CONSTRUCTION PROGRESSION



MILL PROGRESSION



Positions bid in Mill are bid as mill operators or specific mill operator levels. Depending on operational requirements, a position may be bid at a specific level. If the bid is for a generic mill operator, an employee would maintain their level within the progression and the bid would be awarded by seniority.

Note: An employee who is qualified may be assigned duties at any level. An employee must maintain their qualifications in all levels of their progression.

Note: Mill Master Operators are expected to take a leadership role on their respective crews.

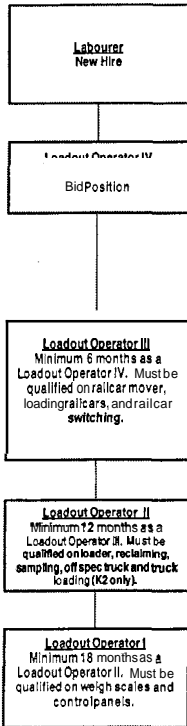
K1 Areas

- 1 Central Control
- 2 Flotation Top Floor
- 3 HM Top Floor
- 4 Dryers/Centrifuges
- 5 Bottom Floor
- 6 Screening, Compactors, Dust, Dispatch
- 7 Crushing, Raw Ore, ESS

K2 Areas

- 1 Central Control (Front or Back)
- 2 XLR
- 3 Compactor Circuit 1/2
- 4 Compactor Circuit 3
- 5 Top Floor (HM/Flotation)
- 6 Process (Bottom Floor HM/Flotation/Crushing)
- 7 Screening

LOADOUT PROGRESSION



Positions bid in Loadout are bid as loadout operators or specific loadout operator levels. Depending on operational requirements, a position may be bid at a specific level. If the bid is for a generic loadout operator, an employee would maintain their level within the progression and the bid would be awarded by seniority.

Note: An employee who is qualified may be assigned duties at any level. An employee must maintain their qualifications in all levels of their progression.

Loadout Operator I's are expected to take a leadership role on their respective crews.

APPENDIX C
APPRENTICESHIP PROGRAM

A) Purpose

The purpose of the Program is to provide a means of training and developing tradespersons of the highest calibre for Mosaic Potash Esterhazy, further to provide environment and incentive that will assist employees to achieve their maximum potential.

The Program is recognized as requiring the active participation of the Parties, the employee and various levels of government.

B) Coverage

The Program will cover trades designated *as* necessary or advisable by the Company.

The number of apprentices required for each trade and number of apprentices at each level within each trade shall be determined by the Company. The Company will inform the Union of changes in the number of apprentices at each level of each trade. However, once an employee is accepted in the Program, they will be allowed to progress through the full apprenticeship subject to the provisions of this Program or the terms of the Collective Bargaining Agreement.

C) General

- 1) Standards for entry in the Program shall be determined by the Company in accordance with the provisions of

Apprenticeship Program

Article 9. Employees who already possess a trade certificate in a job classification listed in Appendix A will not be considered for apprenticeship postings.

Any interviews or examinations in relation to an employee's entry into the Apprenticeship Program or interviews while in the Program will be done on company time with no loss of pay. Any preliminary tests conducted by the Company shall only be in relation to the employee's aptitude for their particular trade. The Union may have a representative to peruse the content of the type of tests used.

- 2) The Saskatchewan Apprenticeship and Trade Certification Commission shall determine at what level an applicant fits into the Apprenticeship Program and that is the level at which an applicant will be placed.
- 3) The Company and each accepted applicant shall sign an apprenticeship contract in the form provided by the Saskatchewan Apprenticeship and Trade Certification Commission.
- 4) Employees in the Maintenance Department not participating in the Apprenticeship Program will not be denied promotion, laid off or terminated as a result of the Company posting for an opening in the Apprenticeship Program.

An employee bidding into the Apprenticeship Program in a trade currently being held by said employee shall retain their rate if it is higher until their apprenticeship rate surpasses it, at which time they shall progress to the higher rate,

In the event a maintenance employee enters into the Apprenticeship Program and is subsequently removed from the Program in accordance with this Agreement and their apprenticeship rate is higher than their rate prior to bidding, the employee will revert back to their old job title and applicable rate of pay.

- 5) Employees accepted into the Program will enter into an apprenticeship probationary agreement with the Company for a period of six (6) months. This agreement will be registered with the Saskatchewan Apprenticeship and Trade Certification Commission. If at the end of the six- (6) month apprenticeship probationary period both the employee and the Company are satisfied to continue the agreement of apprenticeship, a contract or indenture will be made and registered with the Saskatchewan Apprenticeship and Trade Certification Commission.

The six- (6) month period shall start at the time the employee is transferred into the Program. However, the transfer must take place within thirty (30) calendar days after being awarded the job.

- 6) The Company and each accepted applicant shall sign an apprenticeship contract in the form provided by the Saskatchewan Apprenticeship and Trade Certification Commission, provided that where the terms of the contract provided by the Saskatchewan Apprenticeship and Trade Certification Commission differ from the terms set out in this Article, the terms of the Agreement shall govern.

Apprenticeship Program

7) Rates of Pay:

- Apprentice 1 (B) 0 - 6 Months
..... equivalent to Helper rate.
- Apprentice 1 (A) 6 - 12 Months
..... equivalent to Maintenance
Tech. V rate.
- Apprentice 2 12 - 24 Months
..... equivalent to Maintenance
Tech. IV rate.
- Apprentice 3 24 - 36 Months
..... equivalent to Maintenance
Tech. III rate.
- Apprentice 4 36 - 48 Months
..... equivalent to Maintenance
Tech. II rate.

- 8) The basis of the pay schedules in 7) is that after the introductory period (Apprentice 1 level) an apprentice will only move to the next pay rate after having the required months of experience and after having successfully completed the course as prescribed by the Saskatchewan Apprenticeship and Trade Certification Commission. In the event the employee attends school before their apprenticeship anniversary date and passes, they shall only receive the increased rate when they have the required time; and, conversely, if the employee attends school after their apprenticeship anniversary date, they shall be paid retroactively to their anniversary date upon successfully completing school.

- 9) The Company will schedule an approved leave of absence for an apprentice to go to the appropriate technical institute as approved by the Saskatchewan Apprenticeship and Trade Certification Commission.
- 10) *While attending formal training, an apprentice will receive their normal weekly earnings (hours worked x hourly rate) plus shift differentials, where applicable. These earnings are limited to eight (8) hours per day and forty (40) hours per week while in attendance at school.*

If an apprentice has failed a level and they have to repeat (i.e., go back to school) the level, they shall receive no pay difference from the Company for repeating that level.

- 11) **An** apprentice may be removed from the training program by the Company or upon request of the employee and have their apprenticeship contract cancelled at any time during the six- (6) month apprenticeship probationary period. If they were a member of the Bargaining Unit prior to their entrance into the Apprenticeship Program, they shall be given rate retention and retain their regular rate of pay from their former permanent classification and department. The employee agrees to accept any position offered by the Company. At the Company's discretion, and if available, more than one position from which to choose may be offered. The employee will be placed on the recall list and recalled as per Article 10.01 C) 3).
- 12) No employee will be removed from the Apprenticeship Program without a review of their

Apprenticeship Program

situation by a joint committee of representatives from the Union and the Company. If there are no reasonable steps that can be taken to help the apprentice, the apprentice may be removed from the Program. **An** apprentice who has completed the apprenticeship probationary period may be removed from the Apprenticeship Program and the apprenticeship contract cancelled for any of the following reasons:

- a) Just cause.
- b) If an apprentice fails to take the training course when they are scheduled, provided that their failure to take the course is not due to a cause beyond their control.
- c) If an apprentice has to repeat (i.e., go back to school) more than one level.

In the event of an employee being removed from the Apprenticeship Program for any reason stated above, the employee shall be given rate retention at their level as per 7) in the Apprenticeship Program at the time of removal.

The employee agrees to accept any position offered by the Company. At the Company's discretion, and if available, more than one position from which to choose may be offered. The employee will be placed on the recall list and recalled as per Article 10.01 C) 3).

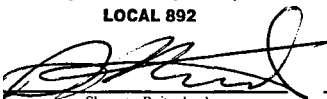
- 13) The employee will be paid the journeyman rate of pay when they successfully complete the apprenticeship and/or present their certificate to the Human Resources Department.

- 14) For all employees enrolled in the Apprenticeship Program, the Company shall reimburse them for driving their own automobile at the rate of *forty-five* cents (**\$0.45**) per kilometer to cover one round trip from Esterhazy to the appropriate apprenticeship school, once per *week*.

All articles of this Program shall be considered **part** of the Collective Agreement between Mosaic Potash Esterhazy and Local 892.

DATED at Esterhazy this 21st day of October, 2010.

ON BEHALF OF CEP,
LOCAL 892



Shannon Reitenbach
Unit Chair, CEP Local 892

ON BEHALF OF MOSAIC
POTASH ESTERHAZY



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

INDIVIDUAL SECURITY ACCOUNT PLAN (ISAP)

1. Purpose

The Individual Security Account Plan (ISAP) is designed to assist employees of the Company during times of layoff to allow them to withdraw from their ISAP Account a weekly amount that would supplement their Employment Insurance benefits. The Plan will also allow the employee to contribute to a registered retirement savings plan (RRSP) or a spousal RRSP.

2. Contributions

Each employee shall contribute Eighty Cents (80¢) for all hours paid (exclusive of overtime), and the Company shall match the contribution made by the employee. The ISAP Account of each employee shall accumulate until a minimum of One Thousand Five Hundred Dollars (\$1,500) is established. After each employee account reaches the \$1,500 level, contributions to the ISAP Account shall be placed in a RRSP or a spousal RRSP.

Contributions from the employee will be by payroll deduction each pay period and will be matched by the Company on the same basis. No part of the Company's contribution under the Plan shall be recoverable by the Company. Company contributions to ISAP will be remitted to the Plan Administrator on a pre-tax basis.

Employees will be allowed to contribute amounts over and above the matched contributions.

3. Plan Administrator

- a) All contributions to each employee's ISAP Account will be paid to the Plan Administrator. The Plan Administrator will hold such contributions and interest earned thereon in an account subdivided by employee basic contribution, employee voluntary contribution, employee transferred contribution and employer contribution for the exclusive benefit of each employee.
- b) The Plan Administrator may invest funds. Funds in the ISAP Account may be commingled with each other and with those under any similar plan or plans and treated as a consolidated fund for investment purposes.
- c) The Plan Administrator shall credit net earnings from such investments to the employee's ISAP Account in proportion to the balance in their account from time to time as interest is allocated.
- d) The Plan Administrator, or its duly authorized agent, shall manage and administer the Plan. The Plan Administrator shall have the right to use the Company or any of its employees as its agent. In addition to the powers and duties specified in the Plan, the Plan Administrator shall have such powers and duties as may be provided in the Agreement.
- e) As soon as is practicable after the end of each calendar quarter, the Plan Administrator shall furnish each employee with a statement of the balance in their ISAP Account as of the end of the calendar quarter.

4. Cost of Administration

The Plan Administrator shall be paid such reasonable compensation as shall from time to time be agreed upon by the Company and the Plan Administrator. All expenses of the Plan, including reasonable legal fees and the compensation of the Plan Administrator, and all taxes of any nature whatsoever, including interest and penalties assessed against or imposed upon the Plan Administrator or the Plan or the income thereof, shall be paid out of the interest earnings of the employees' ISAP Accounts and shall constitute a charge upon this ISAP Account.

5. Benefits

- a) **An** employee shall be an "eligible employee" to receive payment from their ISAP Account for each week they are on layoff provided that the layoff is for a period of a minimum of seven (7) days in that week, due to their being laid off by the Company. Layoff does not include absences from work for disciplinary reasons, strikes, shutdowns, slowdowns, work stoppages, walkouts, lockouts or any other form of work stoppage nor does it include any absences from work due to sickness, injury or leave of absence for any other reason.
- b) Requests for payments by eligible employees from the ISAP Account shall be made to the Plan Administrator in writing, on the prescribed form. Each payment shall be in an amount of One Hundred Dollars (\$100) for each week of benefit, unless the balance remaining in the employee's ISAP Account is less than One Hundred Dollars (\$100). The benefit of One Hundred Dollars (\$100) shall constitute one week of supplementary

benefit to Employment Insurance and the benefit shall be paid every second week.

- c) **An** employee shall be an “eligible employee” only if they are a full-time, active employee on the day prior to the layoff taking place or are otherwise entitled to receive Employment Insurance benefits (E.I.) due to disability insurance expiring during the term of their layoff period.

6. Payout of ISAP Accounts

All funds in an employee’s ISAP Account shall be paid upon request:

- a) to the employee upon retirement,
- b) to the employee in the event of their employment being terminated or
- c) upon the employee’s death, to the beneficiary named in the written designation filed with the Plan Administrator prior to payment or if no such designation **is** in effect, to the employee’s estate.
- d) if an employee has been on LTD benefits for a period greater than twenty-four (**24**) months and/or is not expected to ever return to work **as** confirmed in writing by the employee’s doctor. This would apply to any employee who has no “earned income” for the periods stated above. This would not apply to any employee on short-term disability.

Each employee may designate a beneficiary or beneficiaries with the Plan Administrator to receive the benefits from the employee’s ISAP Account upon the employee’s death. The employee may change the beneficiary or beneficiaries in writing, at any time.

7. **Registered Retirement Savings Plan**

The Plan Administrator will produce RRSP receipts for all contributions received from the Company on behalf of the employee and employer. Receipts will be produced for contributions made from March 1 to December 31 and January 1 to February 28.

8. **Miscellaneous**

- a) Contributions made to the ISAP Account shall not be included in the base rates for the calculation of benefits and shall not be considered in computing premium pays, shift premiums or any other payment.
- b) No right to the amounts in an employee's ISAP Account shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrance of any kind and in any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable. Any attempt or arrangement to do so shall be void.
- c) Any question concerning the administration of the Plan shall be settled exclusively by the Company.
- d) The Company, by payment of its contributions or amounts provided under this Plan, will be relieved of any further liability and benefits hereunder shall be payable only from the employees' ISAP Account.
- e) An "***eligible***" employee shall mean **an** active, full-time employee of the Company who has completed **480 hours worked**.

The provisions of this Agreement do not apply to summer students or part-time employees.

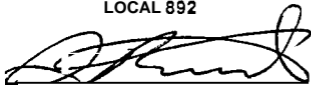
- f) The Company shall mean Mosaic Potash Esterhazy Limited Partnership, Esterhazy, Saskatchewan, Canada.
- g) The Union shall mean Local 892 of Communications, Energy and Paperworkers Union of Canada.
- h) Employees who are off work during an approved union leave of absence shall have the combined or total contributions to their respective Accounts deducted from their paycheck during the term of such union leave of absence.

This Agreement shall not be renegotiated nor shall any of the provisions be amended without the mutual consent of the Union and Management during the period of this Agreement.

This Letter will remain in effect for the balance of the current Collective Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

ON BEHALF OF CEP,
LOCAL 892



Shannon Reitenbach
Unit Chair, CEP Local 892

ON BEHALF OF MOSAIC
POTASHESTERHAZY



Chandra Pratt
Manager, Human Resources

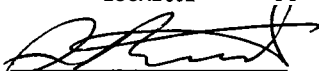
LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

PROTECTED POSITIONS

During temporary layoffs, the Inflow Control Department will maintain four **(4)** protected positions as Shift Mechanics. These positions will be filled by the four **(4)** senior Journeymen/Mechanic I's in the Inflow Control Department at the time.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Shannon Reitenbach
Unit Chair, CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING

between

MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP

and

COMMUNICATIONS, ENERGY & PAPERWORKERS

UNION OF CANADA, LOCAL 892

RULES OF CONDUCT/STANDARDS OF DISCIPLINE

With reference to the Rules of Conduct and Standards of Discipline, the Parties agree that Clause 2 (e) shall be amended as follows:

- e) i) Each violation of a minor offence will be carried on an employee's record for a period of eight (8) months, after which period the offence shall not be considered for future disciplinary purposes.
- ii) Each violation of a major offence will be carried on an employee's record for a period of twelve (12) months, after which period the offence shall not be considered for further disciplinary purposes.
- iii) Each violation of an intolerable offence will be carried on an employee's record for a period of eighteen (18) months, after which period the offence shall not be considered for future disciplinary purposes.

The above shall in **no** way restrict the right of the Company to discharge any employee at any time for just cause.

DATED at Esterhazy, Saskatchewan, this **21st** day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Shannon Reitenbach

Unit Chair, CEP Local 892



Chandra Pratt

Manager, Human Resources

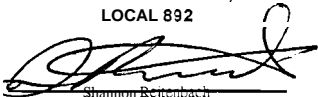
LETTER OF UNDERSTANDING
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MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
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COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

WORKWEEK GUARANTEE

If a day employee is scheduled to temporarily work night shift and is then changed back to day shift due to unforeseen circumstances in such a way that the employee misses a shift during that workweek, then the employee will be paid one (1) day's pay at straight-time rates for the missed shift.

DATED at Esterhazy, Saskatchewan, this **21st** day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Shannon Reitenbach
Unit Char. CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Chandira Prati
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

10-HOUR SHIFTS

The Parties agree that some employees of the Company may change to a ten- (10) hour day shift workday, 4 shifts per week to a maximum of forty (40) hours per week. Requests will be handled on a "by department" basis.

The normal hours of work shall be 7:00 a.m. to 5:00 p.m., Monday to Thursday or Tuesday to Friday inclusive. Shift schedules for each group participating in the ten- (10) hour shift program will be mutually agreed to by the Parties prior to their implementation. Any other change of shift will fall under Article 14.07.

The Parties recognize that the ten- (10) hour day shift is a preferred shift schedule that does not include working on Sunday. Therefore, shift differential for these employees will exclude compensation for a Sunday premium. The shift differential will be a premium of 3.5 percent of the journeyman rate of pay for hours 9 and 10 of each day. For employees working any ten- (10) hour shift schedule other than a ten- (10) hour day shift schedule, the normal Article 15 provision for shift premium will apply for all hours worked outside of 7:00 a.m. to 3:00 p.m.

It is further agreed that affected employees will accumulate unused sick pay and/or be granted time off for illness at a rate of six (6) ten- (10) hour days per calendar year as per Article 20.01. As per Article 21.01, a ten- (10) hour worker may reserve the last forty (40) hours of accumulated paid sick leave to be used at a later date.

As per Article 14.18, this callout provision will apply to a total of 10 hours worked.

This Letter will remain in effect for the balance of the term of the current Collective Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

ON BEHALF OF CEP,
LOCAL 892



Shannon Reitenbach

Unit Chair, CEP Local 892

ON BEHALF OF MOSAIC POTASH
ESTERHAZY



Chandra Pratt

Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

9/80 WORK SCHEDULE

The Parties agree that regular eight- (8) hour day shift employees of the Company will be adopting a 9/80 shift schedule. Current day shift employees will be scheduled for nine- (9) hour days (Monday - Thursday). Every second Friday will be a scheduled eight- (8) hour day. Every other Friday will be a scheduled day off. The maximum hours scheduled in a two-week period will be eighty (80) hours.

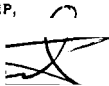
The Parties recognize that the 9/80 shift schedule is a preferred shift schedule. Therefore, there will be no shift differential paid for the 9th hour of each day.

It is further agreed that the Company will continue to furnish the Union with a list of names of temporary supervisors upon request. The list of temporary supervisors may change from time to time as may be deemed necessary by the Company. At any one time this list shall not exceed a total of fifty-one (51) in-scope employees. Temporary supervisors can be utilized for coverage when the supervisor is absent.

Either the Company or Union may terminate this '9/80 Work Schedule' by giving to the other party thirty (30) days' written notice of such intention. Should the '9/80 Work Schedule' be terminated, all employees affected by this schedule will revert back to their previous eight- (8) hour day shift.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

ON BEHALF OF CEP,
LOCAL 2



Shannon Reitenbach
Unit Chair, CEP Local 892

ON BEHALF OF MOSAIC POTASH
ESTERHAZY



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

R E SPLIT VACATION SHUTDOWN - K1/K2

When production conditions change in order to meet market requirements, the Company, after discussions with the Union, will have the option of splitting the vacation shutdown periods in such a way that K1 will take a different vacation shutdown period than K2.

Vacation shutdowns will be taken as per Article 18.14.

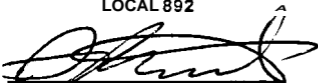
It is understood, that in splitting vacation shutdown periods, both K1 and K2 will take equal vacation time off. One will not be treated differently from the other except that the vacation shutdown dates will be different. The Company will alternate which site is shut down first from one year to the next whenever possible.

There will be no bumping or temporary transfer of employees allowed during split vacation periods.

The Parties agree to meet in advance of any split vacation shutdown period to discuss how the split vacation shutdown can be accomplished with a minimum of disruption.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Shannon Reitenbach
Unit Chair, CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



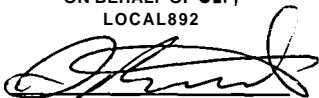
Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
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COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

Any employee who retires *after February 1, 2010, and prior to February 1, 2012*, will receive ~~Sixty-Six Dollars (\$66.00)~~ per month per year of service less any actuarial reductions that may be applicable as described in Article 22 of the Collective Bargaining Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Shannon Reitenbach
Unit Chair, CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

Vacation Pay for Enrolled Apprentices

This Letter of Understanding will be used to clarify how employees are paid vacation earnings when enrolled and actively participating in the Apprenticeship Program.

Article 18.07 of the current Collective Agreement states:

Vacation pay will be calculated based on total compensation, which includes base pay, overtime pay, statutory holiday pay, shift differential, vacation pay, special time off with pay, short-term disability, blasting premiums, temporary supervisor premiums, lead hand premiums and CMA premiums. Total compensation does not include LTD benefits, Company's ISAP contributions or WCB benefits.

To ensure employees participating in the Apprenticeship Program suffer no **loss** in regular wages and are treated as though they had attended regular work, their vacation earnings will be adjusted and calculated to include the payments received from the Government while in attendance in the Program. These payments will be added to their regular gross earnings when determining total compensation for vacation pay in the same calendar year that each employee attends school. Apprentices are responsible for ensuring that copies of their Government earnings are forwarded to Payroll **for** tabulating as soon as they are received by the apprentice. Earnings from Government not verified with pay stubs will not be considered.

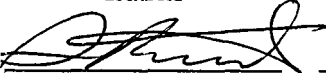
Only employees who are enrolled in the Apprenticeship Program through the normal job posting procedure will be affected by this Letter of Understanding and only earnings received from the Government for attendance in the Apprenticeship Program will be used for the calculation of vacation earnings.


This Letter will remain in effect for the balance of the term of the current Collective Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010

ON BEHALF OF CEP,
LOCAL 892

ON BEHALF OF MOSAIC POTASH
ESTERHAZY


Shannon Reitenbach
Unit Chair, CEP Local 892


Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

APPRENTICESHIP

For the duration of this contract, the Company will maintain the following apprenticeship positions:

- Six (6) per year internal Industrial Mechanic
- Two (2) per year 'youth' Industrial Mechanic
- Two (2) per year internal Electrical
- One (1) per year 'youth' Electrical

Internal apprenticeships will be offered to the membership as per Appendix C. Youth apprenticeships are to be offered as co-operative student employment as per Article 9.21. It is understood that these work terms will vary in duration in accordance with the Saskatchewan Apprenticeship and Trade Certification Commission.

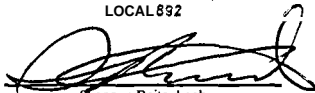
It is understood that the internal apprenticeship positions will be classified as parallel apprenticeships. Parallel apprenticeships are established for the purpose of providing opportunities to non-trades personnel to train for a trade. Upon completion of the apprenticeship and once journey person status is achieved, the employee will be:

- Placed in an existing journey person vacancy consistent in their trade
- Allowed to bid to current journey person vacancies

If there are no existing journey person vacancies, the employee will be placed at the Company's discretion. The employee will retain the current journey person rate.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

ON BEHALF OF CEP,
LOCAL 892



Shannon Reitenbach
Unit Chair, CEP Local 892

ON BEHALF OF MOSAIC POTASH
ESTERHAZY



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

MECHANICAL NON-INDENTURED PROGRESSION

The Mechanic IV position will be an entry level position and dependant on a 70% grade on the Bennett Mechanical test. To maintain the Mechanic IV position, the employee must show a willingness to learn, train and test in the mechanical field. Failure to learn, train or test will result in the Company exercising Article 9.11.

Progression from Mechanic N to Mechanic III will require eighteen (18) months as Mechanic IV and successful completion of:

- **TOS for hand tools, torch, welder**
- **O/H crane training**
- **Noria MLT1 training (or equivalent)**
- **Forklift designation**

Progression from Mechanic III to Mechanic II will require eighteen (18) months as Mechanic III, maintaining certification in 1 position CWB and successful completion of:

- TOS for hand tools, torch, welder
- **O/H crane training**
- Noria MLT1 training (or equivalent)
- Forklift designation
- **Mobile crane training**
- **Belt tensioning training**
- **Sheave alignment training**
- **Bearing I**

Progression from Mechanic II to Mechanic I will require eighteen (18) months as Mechanic II, maintaining certification in 3 positions CWB and successful completion of:

- TOS for hand tools, torch, welder
- O/H crane training
- Noria MLT1 training (or equivalent)
- Forklift designation
- Mobile crane training

LOU - Mechanical Non-Indentured Progression

- **Belt tensioning training**
- **Sheave alignment training**
- **Bearing I**
- **Alignment training**
- **Balancing training**
- **Hydraulic training**
- **Bearing II**

Current non-indentured mechanics will retain their classification and rate. They will be allowed to progress according to the line of progression noted above.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

ON BEHALF OF CEP,



Shannon Reitenbach
Unit Chair, CEP Local 892

**ON BEHALF OF MOSAIC POTASH
ESTERHAZY**



Chandra Prati
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

Mandatory LTD Participation

The purpose of this Letter of Understanding is to outline the agreement between the Parties regarding the long-term disability coverage for hourly employees. We agree that it is in the best interest of employees to have LTD insurance in the event that they become unable to perform their own or any job duties due to disability.

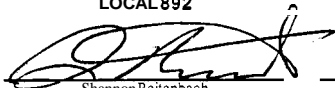
The Parties agree that:

- From April 26, 2006, forward, all hourly new hires will be required to enroll in the LTD benefits program, which requires contributions from both the employee and the employer.
- From April 26, 2006, forward, no hourly employees will be allowed to opt out of LTD coverage. Participation for new employees and for existing employees who currently have coverage will be mandatory.
- For the four (4) employees (Davin Banga, David Tomms, Bob Odgers and Garth Weger) who have opted out of LTD coverage prior to April 26, 2006, they will be allowed to opt out or apply for LTD coverage. However, if they decide to apply for LTD coverage and are approved for coverage, they will thereafter be required to remain in the LTD plan until they leave the Company.

This Letter will remain in effect for the balance of the terms of the current Collective Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Shannon Reitenbach
Unit Chair, CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Chandra Pratt
Manager, Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

Long-Term Disability Indexing

As described in Article 21.02 b), employees are covered under the Long-Term Disability Plan at a rate seventy percent (70%) of normal earnings, including fifty percent (50%) of Canada Pension Plan benefits, per month.

The premiums associated with the Long-Term Disability Plan are covered at a rate of sixty (60%) by the Company and forty percent (40%) by the employee.

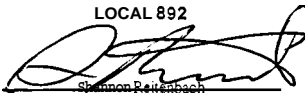
Upon ratification, employees will be required to purchase additional Long-Term Disability benefits that will index an employee's level of coverage based on the Cost of Living Allowance (COLA) or the Consumer Price Index (CPI). Premiums to include indexing will be incurred by the employee. Indexing will cover the full monthly benefit level of seventy percent (70%) of normal earnings.

The following calculation will be used to determine the indexed value of an employee's Long-Term Disability benefits:

Cost of Living Allowance (COLA) = lesser of 5% of benefit or 60% of Consumer Price Index (CPI).

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.

**ON BEHALF OF CEP,
LOCAL 892**



Unit Chair. CEP Local 892

**ON BEHALF OF MOSAIC
POTASH ESTERHAZY**



Manager. Human Resources

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

RE: SPECIAL-TIME-OFF-WITH-PAY TRANSITION

The purpose of this Letter of Understanding is to outline the agreement between the Parties regarding the implementation of the new special-time-off-with-pay provisions.

The Parties agree that:

At the time of ratification, active employees will maintain their yearly allotment of special-time-off-with-pay hours regardless of their years of service. Employees who have accumulated special-time-off-with-pay hours under the previous collective agreements will not receive payout for those hours, except in the situation of illness or disability as defined in Article 20.01.

On the first payroll run after ratification, existing employees will receive the balance of special-time-off-with-pay hours less any time off previously taken during the calendar year.

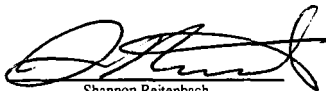
The new provisions of Article 20.01 will take place immediately upon ratification of the agreement.

This letter will remain in effect for the balance of the term of the current Collective Agreement.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.



Chandra Pratt
Manager, Human Resources
Mosaic Potash Esterhazy



Shannon Reitenbach
Unit Chair
CEP Local 892

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

RE: ACCUMULATED SPECIAL TIME OFF WITH PAY

The purpose of this Letter of Understanding is to outline the agreement between the Parties regarding accumulated special-time-off-with-pay hours.

The Parties agree that:

At the time of ratification, employees who hold a balance of accumulated special time off with pay will be able to carry these hours forward each year to be used for special time off with pay above the provisions in Article 20.01.


Administration

1. An employee must exhaust all special-time-off-with-pay hours under Article 20.01 before they are able to use their accumulated special-time-off-with-pay hours.
2. A medical certificate or verification may be requested for a period of absence of less than three (3) days.
3. Accumulated special-time-off-with-pay hours cannot be **used** for **an** employee's personal day.
4. There will be no payout of accumulated special-time-off-with-pay hours when **an** employee retires or their employment with the Company is terminated.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.



Chandra Pratt
Manager, Human Resources
Mosaic Potash Esterhazy



Shaniora Reitenbach

CEP Local 892

LETTER OF UNDERSTANDING
between
MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA, LOCAL 892

**RE: MOSAIC/LONG-TERM CONTRACTOR WORK IN THE
INFLOW CONTROL AREA**

The purpose of this Letter of Understanding is to outline the agreement between the Parties regarding how the work in the Inflow Control area will be distributed between Mosaic and long-term contractor personnel.

The Parties agree that:

Managing and controlling the **Inflow** areas are critical to the ongoing success of the mine. The Inflow areas can change quickly and without notice so quick response time by Mosaic employees and long-term contractor personnel is very important. To ensure employees can respond quickly, work tasks in the Inflow Control areas will be distributed in accordance with the scope of the work required.

Mosaic Employee Responsibility

1. Beach pumping operation, maintenance, and installation including pump boxes to final destination.
2. High pressure pumping operation and maintenance.
3. Rehabilitation of main entries.
4. Ground control of main entries.
5. Maintenance of Mosaic mobile equipment.
6. Mechanical maintenance and installation of pumping, compressors and piping.
7. Electrical maintenance including power distribution to **5KV** sleds in inflow area. Installation of messenger cable.
8. Muck generated by Mosaic will be hauled by Mosaic.
9. Installation of inhibitor pumps and tanks.
10. Material movement from shaft staging.

It is understood Mosaic may require the use of short-term contractors in accordance with Article **25** of the CBA.

Long-Term Contractor Responsibility

1. Back Fill - Includes surface, grout lines, back fill wells.
2. Mine drilling to gain cavern access.
3. Rehabilitation of non main entries.
4. Ground control of non main entries.
5. Submersible pumps not including those in main travel ways.
6. Muck generated by long-term contractor will be hauled by long-term contractor.
7. Blasting.
8. Operation of inhibitor pumps in non main travel ways.

Should the long-term contractor be required to perform work outside the Inflow area where their expertise is required, they will be treated as a short-term contractor. Some examples may include coring, grouting, and blasting.

If the scope of the work for Mosaic employees and/or long-term contractor employees changes, the Company and Union Executive will meet to determine the appropriate and fair course of action at the request of either party.

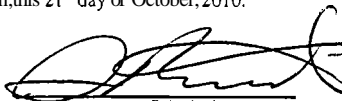
In the event there is an emergency situation that threatens the continued operation of the mine, it is understood that both Mosaic employees and long-term contractor personnel may perform work beyond the responsibilities outlined in this Letter of Understanding.

This Letter will remain in effect for the balance of the term of the current Collective Agreement and is renewable unless agreed otherwise by the Parties.

DATED at Esterhazy, Saskatchewan, this 21st day of October, 2010.



Chandra Pratt
Manager, Human Resources
Mosaic Potash Esterhazy



Shannon Reitenbach
Unit Chair
CEP Local 892

DEFINITIONS

1. Classification

Job title as defined in Appendix "A."

2. Department

- K1 Mine
- K1 Surface
- K2 Mine
- K2 Surface
- Inflow Control
- Lab
- Shaft
- Administration (includes General Clerks and Warehouses)

3. Grievance

A grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement.

4. "Normally performs the work" – overtime work will be assigned in the following order:

- the person performing the job on that given day
- the person who regularly performs the work
- any other qualified employee from the department concerned
- any qualified employee

5. Qualified – qualified shall mean:

a) Temporary Layoff of Less Than 21 Days

The employee has either held the job previously through the bid procedure or job progression, held a job in the same classification or is deemed qualified according to company records and can demonstrate the

ability to safely perform the work through the task observation process and a familiarization period which may take up to 4 hours. Entry-level jobs in this situation include:

- Labourer
- Helper
- Mechanic IV
- HD Mechanic IV
- U/G Belt Construction II
- Warehouse II
- Building Repair II

An entry-level job is one that all employees are considered to be qualified to hold.

b) **Temporary Layoff of 21 Days or More**

The employee has either held the job previously through the bid procedure or job progression, held a job in the same classification or is deemed qualified according *to* company records and can demonstrate the ability to safely perform the work through the task observation process after a one-shift familiarization period only. Entry-level jobs in this situation include:

- Labourer
- Helper
- Mechanic IV
- HD Mechanic IV
- U/G Belt Construction II
- Warehouse I
- Loadout III
- Building Repair II

An entry-level job is one that all employees are considered to be qualified to hold.

c) **Permanent Layoff**

The employee has either held the job previously through the bid procedure or job progression, held a job in the same **classification** or is deemed qualified according to company records.

d) **Downsizing**

The employee has either held the job previously through the bid procedure or job progression, held a job in the same classification or is deemed qualified according to company records.

e) **Job bids**

The employee meets all of the “must haves” outlined on the job description.

f) **Temporary assignments**

The employee has the ability to safely perform the work.

6. **Seniority**

Seniority shall be defined as **an** employee’s period of continuous service with the Company since their last date of hire.

7. **Shift**

A shift shall be defined as a period of time within a workday, and these periods of time shall be referred to hereafter as day shift, afternoon shift, night shift and may be rotating or nonrotating in nature.

8. **Temporary Assignment**

Temporary assignments for a period not exceeding ninety (90) calendar days may occur for the purpose of expediting production or for maintenance.

Definitions

9. **Temporary Vacancies**

Temporary vacancies that are caused by an employee being absent from work may last beyond ninety (90) calendar days.

10. **Total Compensation**

Total compensation includes base pay, overtime pay, statutory holiday pay, shift differential, vacation pay, special time off with pay, short-term disability, blasting premiums, temporary supervisor premiums, lead-hand premiums and CMA premiums. Total compensation does not include LTD benefits, Company's ISAP contributions or WCB benefits.

Vacation pay will be based on the following percentages:

Service in Years	Vacation Pay Percentage
0 to 5	6.90%
6	7.36%
7	7.82%
8	8.28%
9	8.74%
10 to 15	9.20%
16	9.66%
17	10.12%
18	10.58%
19	11.04%
20 to 30	11.50%
31	11.96%
32	12.42%
33	12.88%
34	13.34%
35 or more	13.80%

2010

January '10

Wk	Su	M	Tu	W	Th	F	Sa
53						1	2
1	3	4	5	6	7	8	9
2	10	11	12	13	14	15	16
3	17	18	19	20	21	22	23
4	24	25	26	27	28	29	30
4	31						

February '10

Wk	Su	M	Tu	W	Th	F	Sa
5		1	2	3	4	5	6
6	7	8	9	10	11	12	13
7	14	15	16	17	18	19	20
8	21	22	23	24	25	26	27
8	28						

March '10

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

April '10

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

May '10

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

June '10

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

July '10

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

August '10

Wk	Su	M	Tu	W	Th	F	Sa
31	1	2	3	4	5	6	7
32	8	9	10	11	12	13	14
33	15	16	17	18	19	20	21
34	22	23	24	25	26	27	28
35	29	30	31				

September '10

Wk	Su	M	Tu	W	Th	F	Sa
35				1	2	3	4
36	5	6	7	8	9	10	11
37	12	13	14	15	16	17	18
38	19	20	21	22	23	24	25
39	26	27	28	29	30		

October '10

Wk	Su	M	Tu	W	Th	F	Sa
39						1	2
40	3	4	5	6	7	8	9
41	10	11	12	13	14	15	16
42	17	18	19	20	21	22	23
43	24	25	26	27	28	29	30
43	31						

November '10

Wk	Su	M	Tu	W	Th	F	Sa
44		1	2	3	4	5	6
45	7	8	9	10	11	12	13
46	14	15	16	17	18	19	20
47	21	22	23	24	25	26	27
48	28	29	30				

December '10

Wk	Su	M	Tu	W	Th	F	Sa
48				1	2	3	4
49	5	6	7	8	9	10	11
50	12	13	14	15	16	17	18
51	19	20	21	22	23	24	25
52	26	27	28	29	30	31	

2011

January '11

Wk	Su	M	Tu	W	Th	F	Sa
52							1
1	2	3	4	5	6	7	8
2	9	10	11	12	13	14	15
3	16	17	18	19	20	21	22
4	23	24	25	26	27	28	29
5	30	31					

February '11

Wk	Su	M	Tu	W	Th	F	Sa
5			1	2	3	4	5
6	6	7	8	9	10	11	12
7	13	14	15	16	17	18	19
8	20	21	22	23	24	25	26
9	27	28					

March '11

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

April '11

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

May '11

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

June '11

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

July '11

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

August '11

Wk	Su	M	Tu	W	Th	F	Sa
31		1	2	3	4	5	6
32	7	8	9	10	11	12	13
33	14	15	16	17	18	19	20
34	21	22	23	24	25	26	27
35	28	29	30	31			

September '11

Wk	Su	M	Tu	W	Th	F	Sa
35					1	2	3
36	4	5	6	7	8	9	10
37	11	12	13	14	15	16	17
38	18	19	20	21	22	23	24
39	25	26	27	28	29	30	

October '11

Wk	Su	M	Tu	W	Th	F	Sa
39							1
40	2	3	4	5	6	7	8
41	9	10	11	12	13	14	15
42	16	17	18	19	20	21	22
43	23	24	25	26	27	28	29
44	30	31					

November '11

Wk	Su	M	Tu	W	Th	F	Sa
44			1	2	3	4	5
45	6	7	8	9	10	11	12
46	13	14	15	16	17	18	19
47	20	21	22	23	24	25	26
48	27	28	29	30			

December '11

Wk	Su	M	Tu	W	Th	F	Sa
48					1	2	3
49	4	5	6	7	8	9	10
50	11	12	13	14	15	16	17
51	18	19	20	21	22	23	24
52	25	26	27	28	29	30	31

2012

January '12

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

February '12

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

March '12

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

April '12

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

May '12

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

June '12

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

July '12

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

August '12

Wk	Su	M	Tu	W	Th	F	Sa
31				1	2	3	4
32	5	6	7	8	9	10	11
33	12	13	14	15	16	17	18
34	19	20	21	22	23	24	25
35	26	27	28	29	30	31	

September '12

Wk	Su	M	Tu	W	Th	F	Sa
35							1
36	2	3	4	5	6	7	8
37	9	10	11	12	13	14	15
38	16	17	18	19	20	21	22
39	23	24	25	26	27	28	29
39	30						

October '12

Wk	Su	M	Tu	W	Th	F	Sa
40		1	2	3	4	5	6
41	7	8	9	10	11	12	13
42	14	15	16	17	18	19	20
43	21	22	23	24	25	26	27
44	28	29	30	31			

November '12

Wk	Su	M	Tu	W	Th	F	Sa
44					1	2	3
45	4	5	6	7	8	9	10
46	11	12	13	14	15	16	17
47	18	19	20	21	22	23	24
48	25	26	27	28	29	30	

December '12

Wk	Su	M	Tu	W	Th	F	Sa
48							1
49	2	3	4	5	6	7	8
50	9	10	11	12	13	14	15
51	16	17	18	19	20	21	22
52	23	24	25	26	27	28	29
1	30	31					

2013

January '13

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

February '13

Wk	Su	M	Tu	W	Th	F	Sa
5						1	2
6	3	4	5	6	7	8	9
7	10	11	12	13	14	15	16
8	17	18	19	20	21	22	23
9	24	25	26	27	28		

March '13

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

April '13

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

May '13

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

June '13

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

July '13

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

August '13

Wk	Su	M	Tu	W	Th	F	Sa
31					1	2	3
32	4	5	6	7	8	9	10
33	11	12	13	14	15	16	17
34	18	19	20	21	22	23	24
35	25	26	27	28	29	30	31

September '13

Wk	Su	M	Tu	W	Th	F	Sa
36	1	2	3	4	5	6	7
37	8	9	10	11	12	13	14
38	15	16	17	18	19	20	21
39	22	23	24	25	26	27	28
40	29	30					

October '13

Wk	Su	M	Tu	W	Th	F	Sa
40			1	2	3	4	5
41	6	7	8	9	10	11	12
42	13	14	15	16	17	18	19
43	20	21	22	23	24	25	26
44	27	28	29	30	31		

November '13

Wk	Su	M	Tu	W	Th	F	Sa
44						1	2
45	3	4	5	6	7	8	9
46	10	11	12	13	14	15	16
47	17	18	19	20	21	22	23
48	24	25	26	27	28	29	30

December '13

Wk	Su	M	Tu	W	Th	F	Sa
49	1	2	3	4	5	6	7
50	8	9	10	11	12	13	14
51	15	16	17	18	19	20	21
52	22	23	24	25	26	27	28
1	29	30	31				

When things get out of hand

..... in your family

..... in your personal life

..... in your work life

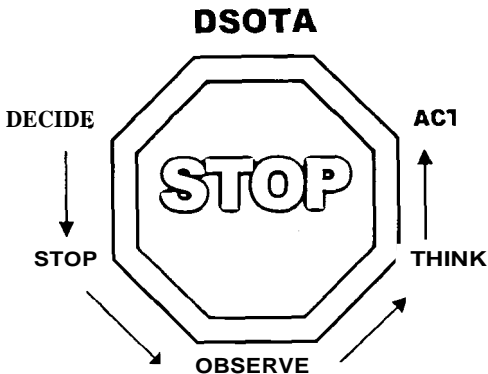
**EMPLOYEE & FAMILY
ASSISTANCE PROGRAM**

**Human Solutions
www.humansolutions.ca**

1-800-663-1142

All calls are confidential.

THE STOP SAFETY CYCLE



DECIDE ... Make safety a top priority.

STOP ... Give your full attention to the work area.

OBSERVE ... Look for unsafe acts **and** unsafe conditions.

THINK ... Consider how safety will be affected by what you have observed.

ACT ... Apply good judgement to eliminate unsafe acts **and** unsafe conditions.

**SAFETY IS
EVERYONE'S RESPONSIBILITY!**