

SCHEDULE B

In the Matter of an Appeal to the Adjudicator Pursuant to Section 3-53 of *The Saskatchewan Employment Act*,

Appellant / Company: Mosaic Potash Esterhazy Limited Partnership

Decision Appealed from: Occupational Health Officer Report
August 19, 2014

Respondents / Workers: David Deschambault, Grey Dorey, Steven Zimmer, Bryce Balciunas, Graham Campbell, Johnson Sherrard and Doug Kotzer



Representing the Appellant: Steven Seiferling and Jana Linner
Representing the Respondents: Rick Engel, Q.C. and Heather Robertson

Date of Decision: January 6th, 2016 *JK*

Consent Order

Whereas the Appellant, Mosaic Potash Esterhazy Limited Partnership (the "Company") has appealed the decision of the Occupational Health and Safety Officer ("OHS Officer") set out in the Occupational Health and Safety Officer Report, Number 594, dated August 19, 2014 (the "Report") in this matter,

And whereas the grounds of appeal are that:

1. The OHS Officer did not perform a proper investigation of the matter;
2. The OHS Officer failed to collect proper evidence, and failed to contact the proper Mosaic contract for OHS matters (Mr. Seiferling);
3. The OHS Officer erred in concluding that there was a proper refusal under s. 23 for the following reasons:
 - a. None of the workers identified the specific work which was refused;
 - b. None of the workers identified any aspect of the work as outside the normal scope of work;
 - c. None of the workers identified any aspect of the work as unusually dangerous;
 - d. The workers admitted that they were refusing the work because a contractor had previously been assigned the work, in the presence of two shop stewards; ,
 - e. The workers admitted that they were not refusing based on safety at the time of the refusal;

- f. A group of workers cannot refuse work under s. 23;
 - g. At the time of the refusal, none of the six workers had even inspected the work or worksite – on December 18, 2012, after all refusals, two electricians finally went and inspected the worksite – a refusal cannot occur when a worksite has not been inspected; and
 - h. One of the shop stewards told the workers that the procedure for refusals based on work being assigned to a contractor was "work now, grieve later".
4. The OHS Officer erred in failing to consider the internal investigation performed by Mosaic, a summary of which was provided to Mr. Ken Arnott.
 5. The 18 month delay between the incident and the report has caused harm to Mosaic and is an untenable delay for the performance of an investigation.

And whereas the Respondents deny the validity of the grounds of appeal;

And whereas the Adjudicator has made no findings in relation to the Company's grounds of appeal listed in points 1 through 4 inclusive;

And whereas the Adjudicator issued a preliminary decision dated March 7, 2015 (the "Preliminary Decision") which considered preliminary matters only, of which the Company's argument on the ground of delay listed at point 5 was decided;

And whereas the Adjudicator's Preliminary Decision on delay held that the period between the initial incident and the issuance of the Notice of Contravention Number 594 could not be deemed to be unreasonable or inordinate based on the case law reviewed by the Adjudicator;

And whereas on October 1, 2014, by consent of the parties, the Adjudicator issued a Consent Order (the "Consent Order – Stay of Payment") staying the payment of damages by the Appellant Company to the Workers with respect to discipline issued which became subject to the Report;

And whereas the Company and the Workers have agreed to a settlement of the appeal pursuant to section 3-53 of *The Saskatchewan Employment Act*.

IT IS HEREBY ORDERED THAT:

1. The Occupational Health and Safety Report, dated August 19, 2014 shall be vacated and deemed null and void.
2. The Consent Order – Stay of Payment issued by the Adjudicator shall be vacated and deemed null and void.

ISSUED the 6th day of January, 2016.



Laurent Mougeot, Occupational Health and Safety Adjudicator

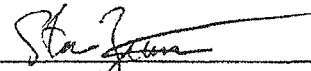
The parties by their signatures hereto, consent to this Consent Order.

DATED at Regina, Saskatchewan, this 14 day of ^{February} ~~January~~, 2016.

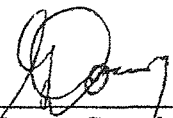
MOSAIC POTASH ESTERHAZY LIMITED
PARTNERSHIP

Per: 
Steve Seiferling

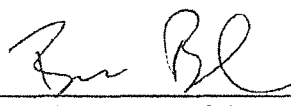
DATED at Estevan, Saskatchewan, this 19th day of January, 2016.

Per: 
Steve Zimmer, Complainant

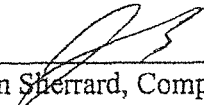
DATED at Estevan, Saskatchewan, this 18 day of January, 2016.

Per: 
Greg Dorey, Complainant


DATED at Estevan, Saskatchewan, this 18th day of January, 2016.

Per: 
Bryce Balciunas, Complainant

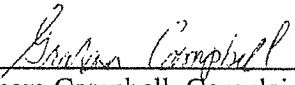
DATED at Estevan, Saskatchewan, this 18 day of January, 2016.

Per: 
Johnson Sherrard, Complainant

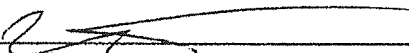
DATED at Esterhazy, Saskatchewan, this 18 day of January, 2016.

Per: 
Doug Kotzer, Complainant

DATED at ABBOTSFORD, Saskatchewan, this 2 day of ^{FEBRUARY} ~~January~~, 2016.
BRITISH COLUMBIA

Per: 
Graham Campbell, Complainant

DATED at Esterhazy, Saskatchewan, this 25 day of January, 2016.

Per: 
David Deschambault, Complainant



Communications, Energy & Paperworkers Union of Canada
Local 892
624 Main Street,
Box 1509
Esterhazy, Saskatchewan
S0A 0X0
Phone 745-2669 Fax 745-6946

GRIEVANCE FORM

Name of Employer: Mosaic Grievance # _____

Article of Policy Violated: 24.01 to 24.07, 24.18, 28.01, 20.01, 10.01, 14.5 Section 23
Add any other article or policy that may pertain

Date of Incident: Dec 17/2012

Nature of Grievance: The employees involved were disciplined without just cause for a matter that was totally safety related. Which the evidence will provide. The Union demand all of the employees that have lost time and money be totally compensated. These people are qualified Trade's man with many years of service, that have tried to point out the unsafe conditions and concerns, therefore must be addressed immediately

The Union demands that the Company cease and desist from violating the Collective Agreement, that the incident(s) be rectified, that proper compensation, including benefits and overtime at the applicable rate of pay, be paid for all losses, and further, that those affected be made whole in every way.

Group
Grievor

[Signature]
Shop Steward

[Signature]
Signature
Received by Company representative

[Signature]
Signature
Steve Limes
Signature on March 18, 2013
Date

Please forward any written responses directly to the Shop Steward and the Union Office

White: Company Copy Yellow: Steward Copy Pink: Grievor's Copy Goldenrod: Union Office Copy



Unifor Local 892
624 Main Street
Box 1509
Esterhazy, SK S0A 0X0
306-745-2669 (Fax) 306-745-6946
unifor892@sasktel.net

GRIEVANCE FORM

Name of Employer: Mosaic Grievance # 10-14

Article or Policy Violated: _____
And any other articles or policy that may pertain

Date of Incident: Oct 2013

Nature of Grievance: Doug Kotzer, Steve Zimmen and William Suidak.
were given suspensions for insubordination involving
not phoning dispatch when traveling to KI mine.
Doug + William also were told they did not fill out
the log book on ~~the~~ ^{the} vehicle they took
we as the union feel these members were
unfairly + unjustly treated and feel they
were targeted by their supervisor.

The Union demands that the Company cease and desist from violating the Collective Agreement, that the incident(s) be rectified, that proper compensation, including benefits and overtime at the applicable rate of pay, be paid for all losses, and further, that those affected be made whole in every way.

Doug Kotzer
Grievor(s)

Penny W Erhardt
Shop Steward

[Signature]
Signature

[Signature]
Signature

Received by Company representative [Signature]

[Signature] on Jan 9 / 2014
Signature Date

Please forward any written responses directly to the Shop Steward and the Union office

White: Company Copy Canary: Steward Copy Pink: Grievor's Copy Golden Rod: Union Office Copy



Unifor Local 892
624 Main Street
Box 1509
Esterhazy, SK S0A 0X0
306-745-2669 (Fax) 306-745-6946
unifor892@sasktel.net

POLICY GRIEVANCE FORM

Name of Employer: Mosaic Potash Grievance #: 28-13

Article or Policy Violated: and any other Article or Policy that may pertain

Date of Incident: _____

Nature of Grievance: The Company has violated the current Collective Agreement with the unjust termination of Dave Deschambault.

The Union demands that the Company cease and desist from violating the Collective Agreement, that the incident(s) be rectified, that proper compensation, including benefits and overtime at the applicable rate of pay, be paid for all losses, and further, that those affected be made whole in every way.

Shannon Reitenbach
Mosaic Unit Chairperson

Signature

Mark McManus
Mosaic Vice Unit Chairperson

Signature

Received by Company representative on Oct 28, 2013

Please forward any written responses directly to the Local Union office.

First: Company Copy

Second: Union Office Copy

Third: Union Office Copy

SCHEDULE F

RELEASE

For the consideration of payment of Fifty Thousand Dollars (\$50,000.00), as a retiring allowance, less any and all required statutory deductions, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), **DAVID DESCHAMBAULT** (the "Releasor"), does for himself, his heirs, executors, administrators, agents and assigns, hereby remise, release and forever discharge **MOSAIC POTASH ESTERHAZY LIMITED PARTNERSHIP**, its officers, directors, employees, agents, servants, predecessors, successors, assigns, subsidiaries, parents, and associated companies (the "Releasees"), of and from any and all manner of action, cause and causes of actions, contracts, suits, grievances, complaints, debts, dues, sums of money, expenses, damages, costs, claims and demands of any and every kind in nature whatsoever, at law or in equity, or under any statute, previously existing or existing at the present time, including but not limited to *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act* by reason of or in any way arising out of or relating to:

- (a) the employment of the Releasor by the Releasees;
- (b) the termination of employment of the Releasor by the Releasees;
- (c) the loss of any pension, medical, disability coverage, insurance or welfare plans or benefits provided, sponsored or contributed to by the Releasees;
- (d) the loss of existing and future job opportunity; and
- (e) the loss of reputation or opportunity for the Releasor to enhance his reputation.

IT IS UNDERSTOOD AND AGREED that this is a compromise settlement of a disputed claim and that the consideration for this Release shall not be deemed to be or be construed as an admission of liability by the Releasees or the Releasor.

IT IS FURTHER UNDERSTOOD AND AGREED that the Release is executed and the aforesaid consideration accepted by the Releasor for the purpose of making a full, final and irrevocable settlement of any and all claims whatsoever and howsoever arising against the Releasees which are the subject matter of this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that for the consideration expressed herein, the Releasor agrees not to make any further claims or grievances, or take any proceedings whatsoever against the Releasees or any other person, society, company, corporation or other legal entity who might claim contribution or indemnity from the Releasees in respect of matters which are the subject matter of this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that the Releasor agrees to indemnify and save harmless the Releasees in the event that the Releasees incur liability from Revenue Canada or the Employment Insurance Commission as a result of the payment made by the Releasees to the Releasor.

THE RELEASOR HEREBY AGREES that other than to his immediate family, to the other parties to this settlement or as may be required for income tax purposes, or the obtaining of


legal advice or accounting advice or as he may be otherwise compelled by law, he shall not, directly or indirectly, disclose the payment amounts of this settlement. Should the Releasor breach this non-disclosure condition, he shall be liable to the Releasees the full value of the monies paid in accordance with this Release and shall forthwith pay such amount to the Releasees for damages as result of such breach.

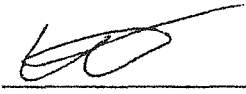
THE RELEASOR ACKNOWLEDGES that he has read the above Release and has had the opportunity to receive independent legal advice with respect thereto and understands that the above Release contains a full and final release of all claims including those he has or may have against the Releasees relating to his employment, the termination of his employment, and the other matters listed herein.

IT IS UNDERSTOOD AND AGREED that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF this Release has been executed this 25 day of January, 2016.

SIGNED, SEALED AND DELIVERED
in the presence of:

Name: 
Address: Bryan Glazer
Box 1232


David Deschambault

ESTERHAZY, SK SOA OXO
Occupation: Hoist operator
President
unifor local 892
(Former CEP)

EXHIBIT G

January 25, 2016

To Whom it May Concern

Re: Employment with Mosaic Potash Esterhazy

This will confirm that I am resigning my position as Journeyperson Electrician, effective October 24, 2013.

Sincerely,



David Deschambault

c. Unifor 892, Attention: Mr. Shannon Reitenbach, Unit Chairperson



Section: PS 601-3

**Travel Allowances - Out Of Province
Travel, Lodging, Meals and General
Expenses**

Date issued: 1986 09 12

Revision date: 2010 11 19

Travel

Policy All out of province travel must be approved by the Permanent Head or designate.

Flin Flon and Lloydminster Flin Flon and Lloydminster are regarded as within the province for rate purposes.

Crossing Provincial Boundaries When an employee leaves headquarters by automobile for a destination outside the province, rates for "within the province" shall apply until such time as he/she crosses the provincial boundary, thereafter, rates for "outside the province" shall apply. The same basis shall govern return to headquarters.

Lodging

Hotel/Motel Actual and reasonable reimbursement supported by receipts. Employees are encouraged to use businesses that have established competitive government rates or to request government rates for lodging wherever possible.

Meals

Meal Rates – Out of Scope, CUPE local 600 and SGEU Actual reimbursement without receipts, not exceeding the approved rates as per SGEU Agreement (Article 15.1.3) detailed in Appendix 601-A. In places "Beyond Road's End" actual and reasonable reimbursement supported by receipts, with Permanent Head approval

Meal Allowance not to be claimed No claim for a meal allowance may be made for:

breakfast, if the time of departure is later than 7:30 a.m. or the time of return is earlier than 8:30 a.m.

dinner, if the time of departure is later than 11:30 a.m. or the time of return is earlier than 12:30 p.m.

supper, if the time of departure is later than 5:30 p.m. or the time of return is earlier than 6:30 p.m.



Section: PS 601-3

General Expenses
Traveller's Cheques

The cost of purchasing traveller's cheques involving trips out of Saskatchewan may be charged on S4's provided a receipt is attached.

US Exchange

The cost of exchange funds is recoverable for government travel expenses not in excess of rates stated in FAM Section 554-2. Consider the following example:

An employee purchases \$500.00 in US traveller's cheques at a rate of 1.2425 for a cost of \$121.25. At the end of the trip, \$400.00 in U.S. funds has been spent and the remaining \$100.00 in traveller's cheques is cashed in. The employee receives a refund at a rate of 1.2000 (the buy back exchange rate) for a total of \$120.00 for the \$100.00 in traveller's cheques.

The correct charge for exchange applicable to this trip therefore, is \$100.00 (1.2425 - 1.2000) = \$4.25.

Passports

Where travel outside of Canada is required by the employer, an employee may be reimbursed for the cost of procuring a passport, where a passport is required for travel and the employee does not hold a valid passport.

Out of Country
Meal Allowance

The PSC has adopted the application of the Federal Government meal rates and meal gratuities (referred to as incidentals in Federal Government's Appendix C – USA rates and Federal Government's Appendix D – all other countries) for in and out-of-scope employees travelling out of country.

Authority

PS Regs, Part 5, Sections 83 & 84;
PS/GE Agreement Article 15;
Financial Administration Manual 4405

Inquiries

Employee Relations
SEE ALSO FAM 4405 and 3136



Province of Saskatchewan

In the Matter of an Appeal to an Adjudication Hearing
Pursuant to Part III of the *Saskatchewan Employment Act*

Occupational Health Officer's Order # 594

BETWEEN:

MOSAIC POTASH ESTERHAZY LLP

Appellant / Employer

AND:

**DAVID DESCHAMBAULT, GREG DORRY, STEVEN ZIMMER, BRYCE
BALCIUNAS, GRAHAM CAMPBELL, JOHNSON SHERRARD & DOUG KOTZER**

Respondents / Workers

CONSENT ORDER – STAY OF PAYMENT

By consent, on October 1st, 2014, the parties resolved the following preliminary matter:

The Respondents and the Appellant agree that the Adjudicator hereby issues a stay of the payment of damages by the Appellant to the workers. In the event the Appellant is not successful in its appeal of the Occupational Health Officer's Order # 594, the employer will pay to the workers appropriate damages as determined by the adjudicator and pre-judgment interest under *The Pre-Judgment Interest Act*, from October 31, 2014 to the date of judgment.

Adjudicator

Consented to:

For the Appellant/employer:
(Print name below)

For the Respondent/workers:
(Print name below)