

**COLLECTIVE BARGAINING AGREEMENT**

**Between**



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

**(United Steelworkers) Local 8914**

**and**

**Athabasca Catering Limited Partnership  
Cigar Lake Operation**



**January 1, 2021 – December 31, 2023**

Articles of a collective bargaining agreement

**BETWEEN**

**ATHABASCA CATERING LIMITED PARTNERSHIP**

In the Province of Saskatchewan

Hereinafter called the "Company"

**OF THE FIRST PART**

And

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION  
(United Steelworkers)  
Local 8914**

Hereinafter called the "Union"

**OF THE SECOND PART**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of the agreement is to provide fair and reasonable working conditions and fair and reasonable job security for employees, to record the terms of the agreement as to conditions of employment, hours of work and rates of pay; to make provisions for the safety and health of employees, and to make provision for the prompt and fair disposition of disputes arising out of this agreement.

### 1.02 Relations

The parties agree that they will work together to foster a good relationship with each other, the general public and the customer.

The parties also agree to hold a Union/Management meeting (up to four (4) participants each) approximately every six (6) months to discuss any problems which may arise from the administration of this Agreement. The meeting will be used to improve communications between the parties. These meetings will also provide an opportunity to discuss the implementation of new programs, policies and practices and the application of this Agreement to them. Agenda items will be exchanged two (2) weeks in advance of the meeting.

1.03 Wherever the male gender is used throughout the articles within this agreement, it is agreed that the feminine gender is an acceptable substitute, whenever and wherever the feminine gender is applicable.

1.04 Where the singular is used throughout the articles within this agreement, it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

### 1.05 Harassment

The parties recognize the right of employees to work in an environment free from harassment, and the parties shall undertake to investigate all alleged occurrences between or among employees with all possible dispatch. If harassment has taken place, the Company shall take whatever action is appropriate to ensure harassment ceases.

No employee of the Company shall be intimidated **or discriminated** against by either party because of membership or non-membership in any union, or because of **their race, religion, creed, marital status, family status, sex, sexual orientation, disability, colour, ancestry, or any other prohibited ground** in *The Saskatchewan Human Rights Code*.

1.06 Should any part hereof, or any provision herein contained, be rendered and declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and such shall continue in full force and effect.



## ARTICLE 2 - SCOPE

2.01 This agreement shall apply to all employees in the bargaining unit.

2.02 (a) Bargaining unit refers to that group of persons employed by the employer and performing work at the Cigar Lake Mining site, except for persons employed in a managerial capacity. The following are deemed to be employed in a managerial capacity:

1. Up to two (2) Lodge Managers
2. Up to Four (4) Housing Department Managers
3. Up to Four (4) Janitorial Department Managers
4. Up to Six (6) Kitchen Department Managers
5. Up to Four (4) Lodge Administrators

(b) "Employee" means a person employed in the bargaining unit.

(c) "Probationary employee" means an employee who is employed in "a full-time position in" the bargaining unit for less than **five hundred (500)** hours worked so that the employer can determine the suitability of the employee for continued employment.

(d) "Probationary Wage" means the basic hourly wage rate determined by the Company to be paid to a probationary employee, that equals between 80% and 100% of the hourly wage rate shown in Appendix A for the job the employee is normally performing.

(e) "Employee Transfer" means an employee of the Company that transfers to Cigar Lake from another site. The employee will maintain their current pay schedule (80, 90, or 100%) provided they transfer into the same job classification. The transferred employee will be required to pass **a two hundred and fifty (250)** probation period.

(f) "Casual employee" means an employee who works when regular full time employees are absent from work or unavailable. A casual employee is paid 80% of the regular wage for the job the employee is performing for the first **five hundred (500)** hours worked, 90% from the 501<sup>st</sup> hour worked and 100% after **one thousand (1000)** hours worked. If a casual employee obtains a full time position in accordance with the provisions of the Collective Agreement, the employee will be paid pursuant to the accumulated hours worked. If a casual employee obtains a full time position they must complete **a two hundred and fifty (250)** hour probationary period so that the employer can determine the suitability of the employee for continued employment.

(g) "Client" means the operator of the Cigar Lake Mine at Cigar Lake in Northern

Saskatchewan with whom the employer has a contract for the provision of catering and janitorial services to the Cigar Lake Mining camp.

- (h) “Qualified” shall mean the physical and mental fitness and the ability to perform the regular duties and responsibilities of the job after a reasonable trial or training period. In relation to **skilled** positions (**e.g. Baker, 2<sup>nd</sup> Cook**), skills, experience, and qualifications that are contained in the job description will be a requirement.
- (i) In this agreement aboriginals are considered to be persons who are First Nations, Inuit, or Metis and who at the time of hire identify themselves as such to the Company or agree to be identified by the Company as First Nations, Inuit or Metis. Residents of Saskatchewan’s north are considered to be persons who at the time of hire satisfy one or both of the following requirements:
  - (i) A person who has resided in Saskatchewan’s north for a period of ten (10) years, or one-half their age, whichever is the lesser.
  - (ii) A person whose primary residence, as indicated by Saskatchewan health care records or Health and Welfare Canada medical services records, has been in Saskatchewan’s north for three (**3**) years immediately prior to, and including, the date of application for employment with the Company at the Cigar Lake Operations.

Northern residents of aboriginal ancestry are considered to be persons who are residents of Saskatchewan’s north as defined herein, and who are aboriginal peoples as defined herein. The onus shall be on the person to show that **they come** within the said definitions. “Saskatchewan’s north” means the northern Saskatchewan Administration district as defined in the Northern Saskatchewan Administration Boundaries Regulations, identified as 7 Oct 83 cN-5.1 Reg 1 s2 (map attached as Schedule C). Any dispute as between the regulations and the said map shall be resolved on the basis of the regulations.

### **ARTICLE 3 - RECOGNITION AND SCOPE**

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at Athabasca Catering Limited Partnership at the Cigar Lake, save and except managers as defined in the contract.
- 3.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against, employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.03 Persons, whether employed by the Company or from outside, who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except for the purpose of instruction or when bargaining unit employees

are not available. Notwithstanding the above clause, any work presently performed by out of scope personnel will continue to be performed by such. The Company shall not subcontract any work to be performed at the site which falls within the jurisdiction of the United Steelworkers members.

- 3.04 Any rights and privileges enjoyed by the employees prior to the execution of this agreement, provided they are not in conflict with any of the provisions of this agreement, shall be continued and remain unchanged during the life of this agreement.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Subject to the provisions of this collective agreement, the Company has the right to manage its operations. These rights include, but are not limited to, the right to hire, direct, promote, demote, transfer or lay off employees, the right to suspend, discharge, or discipline employees for just and reasonable cause, the right to determine job content, and to assign all work and to determine the duties, responsibilities, qualifications and ability of each employee to perform such work, the methods and processes and means of production, and the right to make reasonable rules and regulations as may be required to fulfill the Company's obligations under this agreement.
- 4.02 It is understood that management will manage in a manner that ensures the health and safety of its employees.
- 4.03 The Company agrees that this article will not be used in an unfair, unreasonable or unjust manner against any employee.
- 4.04 The Union and the Company agree the Company's camp rules shall be observed at all times. These rules shall be posted in a prominent position. The Company agrees to provide the Union with copies of the rules and notify the Union and its members of any changes to these rules.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 Every employee who is now or hereafter becomes a member of the union shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union
- 5.02 The Company shall deduct from the pay of each member of the bargaining unit such union

dues, fees and assessments as prescribed by the Constitution of the Union. The dues so deducted shall be remitted along with a list of the names of employees from whom such deductions have been made, within one week of the end of the month, payable to The International Treasurer, United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, Canada, M5L 1K1.

- 5.03 The monthly remittance shall be accompanied by a complete USW R115 form (Summary of Dues) and a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month, the total earnings for the month and the total number of hours worked. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- 5.04 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 5.05 The Company agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Union shall ensure that a shop steward within the bargaining unit is available on all shifts to provide representation to employees in the handling of discipline and in the handling of complaints and grievances. In the event that a shop steward is not available, the Employer may proceed with discipline in the absence of Union representation.
- 6.02 The Company shall be notified by the Union, every January, April, July and October of every year, of the names of the shop stewards and any changes made thereto.
- 6.03 The Company agrees to recognize and deal with the Union Grievance Committee.
- 6.04 When the legitimate business of a Grievance Committee person or shop steward requires them to leave their work area, they shall first receive permission from their supervisor (such permission shall not be unreasonably withheld).
- 6.05 The Company agrees that stewards and grievance Committee person shall not suffer loss of pay for time spent in the handling of grievances.
- 6.06 A Union Representative may spend one-half (½) hour with new employees at a mutually agreed upon time between Management and the Union to familiarize the new employee with the collective agreement.
- 6.07 Every new employee will receive an electronic copy of the Collective Agreement, a Union Authorization Card and Union Assistance Plan Card during their Company orientation.**

Every permanent employee will receive an official health benefit card, with a summary of benefits, along with an explanation of benefits the employee may choose to withdraw from.

## **ARTICLE 7 - NEGOTIATING COMMITTEE**

- 7.01 The Company agrees to recognize and deal with the Union Negotiating Committee along with representatives of the International Union.
- 7.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.
- 7.03 The Company agrees to allow members of the Negotiating Committee the day off work each day the committee is scheduled to meet with members of management. The committee will consist of no more than one (1) person per shift.

## **ARTICLE 8 - TRANSPORTATION**

- 8.01 It is the responsibility of the employee to be present at the designated pick-up and departure points as provided by the client. Transportation to and from the job site shall not extend beyond the designated pick-up and departure points. The Union acknowledges that the Company is not held responsible if the client's aircraft is delayed or unable to operate for any reason.
- 8.02 If there is a delay of the departure of a flight to the site and the employee has reported for the scheduled departure at the time set by the Company, the Company will pay the employee for all regularly scheduled hours lost related to the departure delay.

Should a flight be cancelled, employees will receive pay for all hours missed due to the cancellation.

### **8.03 Flight Delay to Site Rest Period**

In the event of a flight delay to the site, an employee scheduled to report for night shift will be entitled to a rest period of four (4) consecutive hours, commencing at the time of arrival of an inbound flight. Employees on scheduled flights leaving their point of origin later than 1:00 p.m. are not eligible for this clause.

### **8.04 Outbound Flight Delay**

In the event of an outbound flight delay from the site, employees shall have the opportunity to continue working, if qualified and a vacancy exists. Employees may be required to work if operationally necessary. All work due to an outbound flight delay will be paid as per Article 22.02 (a).

## ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation or alleged violation of this agreement shall be adjusted as quickly as possible, both parties agree that mutually acceptable work hours will be utilized for grievance settlement with forty-eight (48) hours' notice.
- 9.02 An employee has no complaint or grievance until they have first given their Department Manager an opportunity to address the complaint in writing.
- 9.03 If, after registering the complaint with the Department Manager, and such complaint is not settled within fourteen (14) working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

Step One The grievance shall be submitted with full and accurate particulars, including the grievor's name, the Article violated, the grievance number, and the date, in writing to the Lodge Manager either directly or through the Union within thirty (30) calendar days of failure to reach a settlement as per Article 9.03. The Lodge Manager shall meet with the employee's union steward within fourteen (14) working days of the receipt of the grievance in an attempt to resolve the grievance. The Lodge Manager is not required to accept the grievance or meet until such time as full and accurate particulars of the grievance are provided. The grievor may be present at the meeting if requested by either party. The Lodge Manager shall, within a further fourteen (14) working days give their answer on the grievance form and return it to the Union.

Step Two If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted within fourteen (14) working days to the Regional Manager or designate who shall, within fourteen (14) working days if possible, hold a meeting, by telephone conference or otherwise, between the Union grievance committee and the appropriate representatives of management, in a final attempt to resolve the grievance. A staff representative of the Union and the grievor may be present at this meeting, by telephone conference or otherwise, if requested by either party. The Regional Manager or designate shall, within a further five (5) working days, give their decision in writing to the Union on, or attached to, the grievance form.

- 9.04 The Company shall be required to consider any grievance which is presented within sixteen (16) calendar days after the grievor or the Union first became or should have been aware of the alleged violation of the agreement. Any grievance presented after this period may proceed further only with the written consent of the Company.
- 9.05 If final settlement of the grievance is not reached at Step Two then the grievance may be

referred in writing by either party to arbitration as provided in Article 11 - Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Two.

- 9.06 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the operations to view disputed operations and to confer with the necessary witnesses, providing there are no costs associated with these arrangements or agreement has been reached regarding costs.
- 9.07 The Company shall have the right to submit any grievance to the Union.
- 9.08 For the purpose of the grievance procedure "working days" shall be considered as the scheduled work day of the grievor.

## **ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION**

- 10.01 When an employee is disciplined, demoted, discharged, or suspended for just cause, the employee and the Union shall be notified in writing of the discipline, demotion, discharge, or suspension. A copy of any written discipline, which is to be placed in an employee's personnel file, shall be given to the employee.
- 10.02 If an employee believes that they have been unjustly discharged or suspended, they may file a grievance **at Step 2 of the Grievance Procedure**.
- 10.03 It is the Company's intention that where it is practical to do so an employee will be given a meeting (with their Steward in attendance) with their Lodge Manager before they receive a suspension, demotion, or discharge either in person or via telephone conference call. The Union president or their designate will be able to assist the Steward in these matters if they feel they are beyond their training.
- 10.04 The service record and medical reports of an employee shall be available for inspection, by appointment during office hours, by the employee provided the employee has obtained permission from their Department Manager to leave the job.
- 10.05 **Eighteen (18) months** from the receipt of any discipline by an employee and provided the employee does not receive further discipline for a similar offense during **eighteen (18)** month period, this discipline shall be stricken from the employee's record.

## **ARTICLE 11 - ARBITRATION**

- 11.01 When either party to the Agreement requests that a grievance be submitted for

arbitration, they shall make such request in writing addressed to the other party to the Agreement.

11.02 The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.

11.03 (a) When either party refers a grievance to arbitration, **an arbitrator shall be selected from the list below, based on a random draw which takes place with both the Company (HR) and Union President present.**

1. Ken Norman
2. **Eric Cline**
3. **Dan Ish**
4. **Beth Bilson**
5. **Anne Wallace**
6. **Sue Barber**
7. **James Garden**

(b) An arbitrator, before being so appointed, shall agree to convene a hearing to hear evidence and argument within a period of **one hundred twenty (120)** calendar days of the appointment. If the arbitrator is unable to so act within that time period, the arbitrator shall be passed over **and the parties will draw another name from the list.**

11.04 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

11.05 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

11.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by the Agreement.

11.07 The decision of the Arbitrator shall be final and binding on the Parties.

11.08 The Arbitrator shall hear the grievance and shall render their decision within a maximum of ninety (90) calendar days following arbitration.

## **ARTICLE 12 - SENIORITY**

12.01 (a) It is specifically understood that Cigar Lake shall for all purposes relating to seniority be considered a separate operation, and as a consequence seniority in all respects shall apply solely on a site basis.



- (b) A probationary employee shall have no seniority until completion of the probation term. There shall be no responsibility for their re-employment if laid off or discharged during this period. The retention or termination of a probationary employee during this probationary period shall be at the sole discretion of the Company. However, at the end of the probationary period, the employee's seniority shall be retroactive to the **last date of hiring**.

Same date of hire determined by **the birthdate occurring earliest in the year. If the birthdate is the same, then a tie breaker is determined by** the flip of a coin.

- (c) A casual employee shall have no seniority unless they obtain a full time position in accordance with the provisions of the Collective Agreement and have completed the probationary period. However, at the end of the probationary period, the employee's seniority shall be retroactive to the date the employee obtained a full time position. Same date of hire determined by the flip of a coin. The retention or termination of a casual employee shall be at the sole discretion of the Company. There shall be no responsibility for their re-employment if laid off or discharged during the period they are casual.

- 12.02 (a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that, subject to Article 12.10, in all cases of vacancy, promotion, transfer, layoff, termination and recall after layoff or termination, employees with the greatest seniority shall be entitled to preference. Vacancies for job postings shall be offered to the senior most qualified casual, subject to Article 12.10, provided no qualified permanent employee applies for the position.

**During a period of layoff or workplace reduction, employees who elect to exercise their seniority rights and request a layoff in accordance with the above, will do so in writing.**

**There must be a junior qualified employee in the same classification to replace the senior employee without the need for training. Such junior employee would have otherwise been laid off had the senior employee not elected to take layoff.**

**A copy will be given to the Union by management when they receive the notice.**

- (b) In recognition, however of the responsibility of the management for efficient operations, it is understood and agreed that in all cases referred to in Article 12.02(a), management shall have the right to pass over any employee if it is established that the employee does not have the qualifications and ability to perform the duties and responsibilities of the position.
- (c) An employee shall not be entitled to apply for a vacancy or transfer unless they

have been in their current position for a minimum of six (6) months, unless the awarding of the position would result in a promotion

- (d) The Company will provide to the Union, in writing, a copy of all job postings and the successful candidate. Job postings will include the date of posting, shift assignment and closing date.

12.03 Seniority shall be maintained and accumulated until it is lost under 12.04.

12.04 An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons:

- (a) the employee voluntarily quits.
- (b) if the employee is discharged and is not reinstated in accordance with the provisions of this agreement.
- (c) if the employee is absent from work for seven (7) consecutive working days without notifying the Company and giving satisfactory reasons for their absence. In this event the Company shall notify the employee and the Union of their discharge by **email and regular** mail to the employee's last address on record with the Company. **Notice is deemed to have been received twenty-one (21) days after being sent.**
- (d) if the employee is laid off and fails to return to work within twenty-eight (28) calendar days after they have been notified to do so by the Company by **email and regular** mail to the last address provided to the Union and Company (a copy of such notice shall be sent to the Union). **Notice is deemed to have been received twenty-one (21) days after being sent.**
- (e) if an employee that has been a permanent employee and has been on lay off for lack of work for a total period for more than twelve (12) consecutive months.
- (g) after one thousand (1000) hours worked in a non-bargaining unit job within a twelve (12) month period.
- (h) failure to successfully complete a course during an education leave of absence.

12.05 (a) Committeepersons and shop stewards will be issued an up-to-date seniority list quarterly. A copy of such seniority list shall be mailed to the area office of the Union and a copy posted on the Company bulletin boards for employees' inspection.

- (b) The Company agrees also to provide the Union quarterly with a seniority list that identifies employees that are northern residents of aboriginal ancestry (as defined

in this agreement) and which includes the employees' **mailing** addresses, **email address**, telephone number, **Partner First Nations** classification and rate of pay.

- 12.06 Whenever it becomes necessary to reduce the work force, the employee affected shall be given notice of layoff in accordance with *Saskatchewan Labour Standards*, but in no event will any employee receive less than one (1) work weeks' notice (7 working days). It is understood that the Company shall pay in lieu of notice.
- 12.07 (a) All jobs which will be vacant for more than thirty (30) calendar days and all new jobs shall be posted for **sixteen (16)** calendar days on the bulletin board. For the purpose of this article a job shall not be considered vacant when an employee is on vacation. New jobs shall be posted immediately as they occur. The successful applicant will be selected in accordance with Article 12.02. The name of the successful applicant shall be posted fourteen (14) calendar days after closing of the posting.
- (b) Nothing herein shall prevent the Company from hiring persons from outside the bargaining unit to fill any posted vacancy when there is no successful applicant from the bargaining unit. It is understood that the Company will use their best efforts to advise all laid off employees of such vacancy.
- 12.08 For the purposes of this agreement a vacancy shall be defined as any unfilled position where there is work being performed.
- 12.09 (a) If within twenty-eight (28) working days an employee working in a new job classification or assignment voluntarily disqualifies themselves, they shall return to their last classification and assignment and he will not be considered for the same job they have disqualified themselves from for a period of six (6) months unless agreed to by the company.
- (b) After twenty-eight (28) days worked if an employee fails to satisfactorily perform the duties in a job classification or assignment, they shall be returned to their last classification and assignment, and they will not be considered for the job they were disqualified from for a period of up to six (6) months unless agreed to by the Company.
- 12.10 (a) The Union acknowledges that the Company has an agreement with its shareholder(s)/Partner(s) which provides that, to the greatest extent possible, the Company shall train, develop and employ members of its shareholder/partner Indian Band(s) in all areas of business activities to be carried on by the Company, including management. Except as otherwise provided in this agreement, the Company shall be permitted to conduct its operations in a manner consistent with this stated objective.
- (b) Notwithstanding Article 12.02, in all cases of selections for training, promotion,

lay-off and recall from lay-off, the Company shall be entitled to give preference to northern residents of aboriginal ancestry as defined in Article 2.02.

- (c) The Union and Company acknowledge that paragraph (b) of this article is part of a reasonable and necessary affirmative action policy designed to rectify and avoid systemic discrimination against northern residents of aboriginal ancestry.

## **ARTICLE 13 - LEAVE OF ABSENCE**

13.01 An employee shall be allowed a leave of absence without pay for personal reasons, if:

- (a) they request it in writing from the supervisor, and
- (b) the leave is for a good reason and does not interfere unduly with operations, except in emergency situations when leave shall be granted in any event.

13.02 (a) A maximum of two (2) employees from each shift (no more than one from each department), who have been elected to attend union conventions or conferences or other union business, shall be granted a leave of absence for this purpose. The Union will, whenever possible, notify the Company in writing not less than twenty-one (21) calendar days prior to the start of the leave, of the names of the delegates.

- (b) The Union will be notified of all leaves granted under this Article.

- (c) Union Buy Back For leaves of absence requested under Article 13.02(a), the Company agrees to pay the employee their wages for the regularly scheduled work time missed and bill the Union for that amount. This is conditional upon having received a written request for the leave from the Union, which also states the Company is authorized to bill the Union. Such billing will be on a monthly basis.

### **13.03 Parental, Maternity & Adoption Leave**

Employees are entitled to a twelve (12) month leave of absence in cases of Maternity, Adoption, and Parental leave. The employee shall provide the employer with notice as far as possible in advance of the date the employee intends to commence the employment leave or of the date the employee intends to return to work, as the case may be.

### **13.04 (a) Funeral Leave**

An employee who is authorized to be absent from work because of their attendance at the funeral of a member of his "immediate family" shall receive Funeral Leave of Absence subject to the following conditions:

- (i) **Funeral Leave benefits shall be paid for up to three (3) scheduled work days following the death of a member of the employee's "immediate family".**

**This leave may be taken any time between the notification of the death and the day following internment.**

**Such leave may be taken at a time other than above by mutual agreement between the Company and the Employee.**

**Such request shall not be unreasonably denied.**

Notwithstanding the foregoing, in the case of death of an employee's immediate family, the employee shall be granted up to seven (7) days off work, four (4) of which will be unpaid.

(ii) "immediate family" means:

- the employee's spouse, parent, grandparent, child, grandchild, brother, stepbrother, or sister, or stepsister, or the spouse of the brother, **stepbrother**, sister **or stepsister**; or
- the employee's spouse's parent, grandparent, child, grandchild, brother or sister or the spouse of the brother or sister; or
- any relative residing in the employee's household or whom the employee has resided on a permanent basis.

(iii) "spouse" means, with respect to an employee:

- the legally married spouse of the employee; or a person with whom the employee cohabits and has cohabited as spouses continuously for a period of not less than two (2) years; or
- in a relationship of some permanence if the person and the employee are the parents of a child.

(b) Pallbearer Leave of Absence

In the event an employee is requested to be a pallbearer at the funeral of another Company employee, the Company will grant the necessary time off. In the event an employee is requested to be a pallbearer at a funeral of a person who was not a Company employee, subject to requirements and efficiency of operations and the particular circumstances applicable, the Company will grant the necessary time off where the funeral is to take place on the employee's regular scheduled work day. A leave under this provision shall be without pay.

(c) An employee excused from work under this Article shall receive the amount of wages (excluding overtime and any premiums) he would have earned during regular working hours on such scheduled days of work.

13.05 An employee returning from any leave of absence shall be returned to their previous job.

In the event of a reduction of the workforce where positions have been eliminated, then the employee will be moved to the next highest qualification that exists.

**13.06 Education Leave of Absence**

- (a) Education leave may be granted to a maximum of ten (10) months per request for any course that in the opinion of the Company will help advance an employee with their career with the Company. It shall be the employee's responsibility to inform the employer minimum of four (4) weeks in advance of their requested leave.
- (b) In the event that an employee is granted education leave, the employee's seniority will be maintained at the accumulated value while on leave, provided they return to the employment with the company at the start of the next scheduled rotation at end of the leave. In the event that an employee fails to complete the course, in which the leave was granted, the employee will forfeit their seniority accrued for the entire duration of the education leave and revert back to their seniority accrued before the education leave. Notwithstanding Article 14.05, the Company will attempt to put the employee returning from Education leave to their same job or a similar job at the same rate of pay.
- (c) It shall be the employee's responsibility to inform the employer four (4) weeks in advance of their plan to return to work.

**13.07 Interpersonal/Domestic Violence Leave**

**The Company will provide leaves for Interpersonal/Domestic Violence pursuant to the *Saskatchewan Employment Act, 2019*.**

**ARTICLE 14 - UNION REPRESENTATION**

- 14.01 It is understood and agreed that the Company will help and assist the Union in obtaining transportation to the Cigar Lake job site for the Union representative, along with accommodations, upon approval of Cameco. Such transportation is made available by the client and is subject to availability of seats on the aircraft.

If the Union representative wants to speak to the Local Union representative about a grievance or other official business, they shall advise the manager or their designate, who shall call the Union representative to an appropriate place where they may confer privately.

The Company shall charge seven hundred dollars (\$700) for the flight in and back and one hundred dollars (\$100.00) per day for accommodations. The cost of missed flights shall be the responsibility of the Union.

## **ARTICLE 15 - INJURED EMPLOYEES**

15.01 In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid wages for the remainder of their normal work day. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the Cigar Lake site and to their home as necessary. If it is necessary for an employee to receive medical treatment subsequent to their return to work following a work related injury, they shall be paid for any time lost from regular shift hours to attend such appointment. It is understood that when returning to work the employee will use regularly scheduled flights.

## **ARTICLE 16 - JURY AND WITNESS DUTY**

16.01 An employee shall be granted leave of absence with pay at their regular hourly rate, for the number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance. It is understood that this would be limited to no more than seven (7) days in a five (5) year period.

## **ARTICLE 17 - SAFETY AND HEALTH**

17.01 The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company on each shift.

17.02 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the *Saskatchewan Employment Act* (SEA) and,

- (a) To make a monthly inspection of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker, whether or not such injury occurred.
- (c) To hold regular meetings quarterly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

17.03 As provided for in the *Saskatchewan Employment Act* (SEA), a worker shall have the right to refuse dangerous work or unsafe work. No disciplinary action shall be taken against any employee by reason of the fact that they have exercised any rights conferred upon them under the *Act*.

## ARTICLE 18 - PUBLIC HOLIDAYS

18.01 The following shall be observed as Public Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

- 18.02 (a) Employees, (including probationary employees), who have been awarded a permanent position shall receive eleven (11) hours of pay for each holiday multiplied by the employee's regular rate of pay. Permanent employees, (including probationary employees), on approved leave will receive Public Holiday pay during the first thirty-one (31) days of absence.
- (b) Casual employees will receive pay based on the hours worked in the four (4) calendar weeks immediately proceeding the public holiday. The hours worked will be divided by fourteen (14) days to obtain hours to be paid.

Example -  $154 \text{ hours} \div 14 \text{ days} = 11 \text{ hours}$

Example -  $87 \text{ hours} \div 14 \text{ days} = 6.25 \text{ hours}$

18.03 Any authorized work performed by an employee on any of the above named holidays shall be paid at the rate of one and one-half (1½) times basic wage in addition to holiday pay.

## ARTICLE 19 - VACATION WITH PAY

- 19.01 (a) Vacation shall be accrued at the rate of fourteen (14) normal working days per year of service and paid out at 5.7% of gross earnings.
- (b) After ten (10) years of service, employees shall receive twenty-eight (28) normal working days per year of service paid at 7.7% of gross earnings.
- (c) An employee who leaves the employment of the Company for any reason shall receive vacation pay based on the above entitlement.
- (d) "Gross earnings" shall mean total taxable earnings.
- (e) Vacation will be paid as accrued, or in accordance with Labour Standards if requested by the Employee.



- (f) Within each department, employees with the greatest general seniority will be permitted to choose one (1) or two (2) scheduled week(s) of vacation, followed by the employee with the next greatest general seniority. This process is then repeated for the remaining vacation weeks. Vacation requests will be submitted before March 15<sup>th</sup> of each calendar year to maintain your seniority rights for vacation entitlement. Any vacation requests made after March 15<sup>th</sup> of the calendar year will be made on a first come first served basis with regards to the efficiency of the operation.

## ARTICLE 20 - WAGES

- 20.01 The Company agrees to pay and the Union agrees to accept for the term of this agreement, the hourly wages as set out in Schedule "A" attached hereto and forming a part of this agreement.
- 20.02 Shift Premiums – A night shift premium of **one dollar (\$1.00)** per hour will be paid for all hours worked during the night shift. Night shift premium shall be paid for all hours in any shift that is scheduled to start between the hours of 4:00 p.m. to 4:00 a.m.
- 20.03 Temporary Transfer / Job Reclassification - An employee who is temporarily transferred to meet the Company's convenience to another job for which the regular rate is less than that which the employee is receiving, shall retain their former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.
- 20.04 Payment of Wages - The Company agrees that all employees shall be paid every two (2) weeks. Cut off will be at the end of every second Saturday/ day shift. Pay day will be the Friday following cut off.
- 20.05 New or Changed Jobs - The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.
- 20.06 Training Premium - The Company will pay a training premium of fifty cents (\$.50) per hour for those training hours assigned to designated employees required to train new employees, in a new job classification, in addition to performing the regular assigned duties that they would be doing if not training.

## ARTICLE 21 - HOURS OF WORK

- 21.01 Definition of Work Day and Rotation
  - (a) The "normal work day" shall mean eleven (11) consecutive hours of work within a consecutive twenty-four (24) hour period broken only by established breaks. The

work day shall commence at the earlier of when the employee begins work or when the employee is scheduled to report for work. Depending upon the flight schedule and the scheduled starting time of the work day, the first and last work days of a normal work **rotation** may be partial work days, the total scheduled working hours of which add to eleven (11).

- (b) No shift shall exceed fourteen (14) hours including all established breaks, and the total work hours scheduled shall not exceed eleven (11) hours.
- (c) The “normal work **rotation**” shall mean one hundred and fifty-four (154) hours within a period of three hundred and thirty-six (336) consecutive hours commencing as the earlier of when the employee begins work or when the employee is scheduled to report for work.

Work schedules shall be posted on the bulletin board **sixteen (16)** calendar days in advance **and a copy emailed to the Union upon request**. Posted schedules shall not be changed to prevent payment of overtime.

- 21.02 (a) Changing an employee’s work schedule prior to the starting of the work **rotation**.  
Whenever an employee’s work schedule is changed in such a way as to affect the start day of the employee’s work **rotation**, the employee may refuse to work any hours prior to the start of the normal start day, unless they are given a minimum of **two (2)** calendar weeks’ notice prior to the start of the first work day in the new schedule.
- (b) Changing the start time of an employee’s work day prior to the start of the work **rotation**.  
Whenever an employee’s work schedule is changed in such a way as to affect the starting time of the employee’s work **rotation**, the employee will be given a minimum of forty-eight (48) hours’ notice prior to the revised starting time of their work **rotation**. In the event that such notice is not given, then notwithstanding any other provisions of this Agreement, the employee shall be paid overtime at one and one-half (1½) times their basic hourly rate for all regular hours worked during the first work day of the revised schedule.
- (c) Changing the start time of an employee’s work day once the work **rotation** has started.  
Whenever the start time of an employee’s work day is changed, the employee will be given a minimum of forty-eight (48) hours’ notice prior to the revised starting time of this schedule. In the event that such notice is not given, then notwithstanding any other provisions of this Agreement, the employee will:
- (i) qualify for eight (8) consecutive hours of rest at the time of making the change; and

- (ii) qualify for overtime at one and one-half (1½) times their basic hourly rate for all regular hours worked during the first work day of the revised schedule.
  - (d) Notwithstanding any provisions of this collective agreement, the following will apply:
    - (i) If an employee does not report to work at their scheduled start time of the work **rotation** or provide the Company with forty-eight (48) hours prior notice, the Company may schedule the employee to work different start and end times than the employee was originally scheduled without obligation to pay the employee other than regular pay.
    - (ii) If an employee is scheduled to work, but does not report to work at their scheduled start time or provide the Company with twenty-four (24) hours' notice prior to the first day of the work **rotation** they are scheduled during the **rotation**, the Company may partially or completely cancel the employee's **first (1<sup>st</sup>)** scheduled work **week of the rotation**. **The Company shall make all reasonable efforts to help get the employee to work, subject to flight and seat availability.** The Company shall not exercise these rights in an unfair or unjust manner.
    - (iii) The Company will make reasonable attempts to notify the employee in advance of schedule changes.
- 21.03 Employees shall have sixty (60) minutes for lunch periods during each normal work day. The lunch period shall not be considered as time worked, except in situations where an employee is working underground and cannot return to surface for technical reasons.
- 21.04 **Rest Periods** - Employees will be granted thirty (30) minutes for paid rest periods during each normal work day. **The first break will be approximately two and one half (2.5) hours after the start of shift, and the second break will be approximately two and one half (2.5) hours following the end of lunch break.** The periods will be scheduled by mutual agreement.

## ARTICLE 22 - OVERTIME

- 22.01 The Company shall endeavour to give notice of overtime as far in advance as practical. In emergency situations employees may be required to work overtime assignments.
- 22.02 (a) An employee will be paid one and one-half (1½) times the hourly rate for any time actually worked in excess of one hundred and fifty-four (154) hours in **one (1) rotation**, or all hours worked outside of their regular schedule.
- (b) Overtime shall not be paid more than once for the same hours worked.

22.04 Call Out

An employee who has already left their work area after completion of their scheduled shift, and who is recalled for work shall be paid overtime at their appropriate rate of pay for all hours worked on recall, up to the starting time of their next scheduled shift, but in any event they shall be paid for not less than two (2) hours at the appropriate overtime rate of pay.

22.05 Call Board

Recognizing that overtime is sometimes required, the Union and the employees agree to establish a voluntary Call Board system to assist in distributing overtime hours. Employees onsite who are qualified and available to work during the work **rotation** will enter their name on the Call Board at the beginning of their work **rotation**. The Company will endeavour to distribute overtime amongst these employees as equally as possible taking into account the efficiency of operations and the qualifications of employees.

**The Company will provide and utilize a Call Board (small white board) located and secured in the Lodge Manager's office.**

## **ARTICLE 23 - GENERAL**

23.01 Humanity Fund

The Company agrees to deduct the amount of **two cents (\$0.02)** per hour from the wages of all employees in the bargaining unit for all hours worked, and, prior to the 15<sup>th</sup> day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers, #700-234 Eglinton Ave. E., Toronto, ON. M4P 1K7 and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made. All employees' deductions are voluntary and may be cancelled or reinstated on an annual basis.

23.02 Bulletin Board

The Company agrees to provide a bulletin board in an area accessible to employees in the camp for the purpose of posting union and official information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

23.03 Copies of Agreement

The Company and the Union desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Company shall **provide an electronic copy** of this Agreement for each employee plus fifty (50) copies for the use of the Union. **Each new hire employee (casual or permanent) will be given an electronic copy of the Agreement during the Company's new hire orientation. The Company will print a hard copy of employees for Employee's upon request.**

#### 23.04 Footwear Allowance

- (a) Upon production of a receipt of purchase by a permanent employee, the Company will reimburse the permanent employee to a maximum of one hundred and fifty (\$150) dollars every two (2) years, for the purchase of approved work site footwear for the work site location.
- (b) **If an employee feels they require new footwear more frequently than the two (2) year period, they may take their inadequate footwear to the Occupational Health Committee for an assessment. If the Occupational Health Committee recommends new footwear for the Employee, the Lodge Manager will approve the purchase of the new footwear and the Company will reimburse the Employee up to one hundred and fifty dollars (\$150). The new two (2) year period will begin from the date the new shoes were purchased.**
- (c) The Company will supply temporary mandatory footwear for casual employees.

### **ARTICLE 24 - GROUP INSURANCE BENEFITS**

24.01 The Company agrees that during the term of this agreement they will provide the Group Insurance Benefits as set out in Schedule "B" attached hereto and made part of this agreement, for all employees and their eligible dependents. The Company will pay sixty percent (60%) and employees will each pay forty percent (40%) of the premiums for Group Insurance Benefits. The employee contribution will be deducted by the Company through the payroll system.

- 24.02 (a) The Company shall continue to pay their share of the Group Insurance Benefits premiums for all employees for the next month following the month of layoff.
- (b) The Company shall continue to pay their share of the Group Insurance Benefits premiums for employees off work because of sickness or accident or leave of absence for the period of the employee's accident or illness or leave of absence.

**24.03 The Company agree to provide an electronic copy of the Group Insurance Plan Benefits to all Full Time Employees.**

### **ARTICLE 25 - TERM OF AGREEMENT**


25.01 This agreement is for the period from January 1, **2021** to December 31, **2023**.

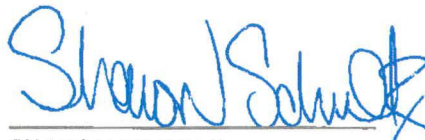
25.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions not less than sixty (60) days not more than one hundred and twenty (120) days before the expiry date of the collective agreement.

25.03 No Cessation of Work

In view of the orderly procedure herein set forth for settling disputes and differences the Union agrees that there shall be no strike, stoppage, slow-down or restriction of output during the life of this agreement. On the other hand, and for the same reason, the Company agrees that there shall be no lockout during the life of this agreement.

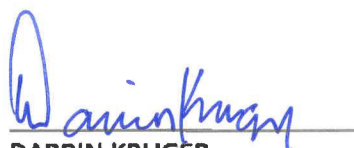
SIGNED  
ON BEHALF OF THE COMPANY

  
RAY EDWARDS  
DIRECTOR OF OPERATIONS

  
SHARON SCHULTZ  
DIRECTOR OF HUMAN RESOURCES

  
JOSHUA JONES  
OPERATIONS MANAGER

SIGNED  
ON BEHALF OF THE UNION

  
DARRIN KRUGER  
AREA COORDINATOR

  
DALLAS WUSCHKE  
PRESIDENT

  
ARLENE HUBELIT  
UNIT CHAIR

  
Date

cope 343

## SCHEDULE "A" - WAGES

Cigar Lake	Current	January 1, 2021	January 1, 2022	January 1, 2023
<b>Classification</b>		<b>1.75%</b>	<b>1.25%</b>	<b>1.25%</b>
<b>Baker/Cook</b>	\$24.21	<b>\$24.63</b>	<b>\$24.94</b>	<b>\$25.25</b>
<b>2<sup>nd</sup> Cook</b>	\$23.18	<b>\$23.59</b>	<b>\$23.88</b>	<b>\$24.18</b>
<b>Salad Person</b>	\$21.91	<b>\$22.29</b>	<b>\$22.57</b>	<b>\$22.85</b>
<b>3<sup>rd</sup> Cook</b>	\$21.07	<b>\$21.44</b>	<b>\$21.71</b>	<b>\$21.98</b>
<b>Server/Washer</b>	\$20.05	<b>\$20.40</b>	<b>\$20.66</b>	<b>\$20.91</b>
<b>Janitor</b>	\$20.05	<b>\$20.40</b>	<b>\$20.66</b>	<b>\$20.91</b>
<b>Housing Attendant</b>	\$20.05	<b>\$20.40</b>	<b>\$20.66</b>	<b>\$20.91</b>
<b>General Help</b>	\$20.05	<b>\$20.40</b>	<b>\$20.66</b>	<b>\$20.91</b>
<b>Underground Janitor</b>	\$22.38	<b>\$22.77</b>	<b>\$23.06</b>	<b>\$23.34</b>
<b>Hard Floor Janitor</b>	\$21.18	<b>\$21.55</b>	<b>\$21.82</b>	<b>\$22.09</b>

Within two weeks after ratification and signing the collective agreement, retroactive payments in accordance with Schedule "A" will be made (minus all lawful deductions) to employees that meet the following criteria:

- All persons actively employed by Athabasca Catering Limited Partnership in this bargaining unit as of the ratification date shall be entitled to retroactive pay, based on these rates, for all hours worked since January 1, **2021**.

## **SCHEDULE “B”**

### **FIRST NATIONS INSURANCE SERVICES LTD.**

#### **GROUP INSURANCE PLAN**

#### **TO CIGAR LAKE EMPLOYEES OF ATHABASCA CATERING LIMITED PARTNERSHIP:**

Following is a brief description of the benefits provided to you through the First Nations Insurance Services Ltd. Group Insurance Plan:

##### **Basic Life Insurance**

- Full-time employees (at least **fifteen (15)** hours per week) are insured for 2.5 times their annual earnings rounded to the next higher multiple of one thousand dollars (\$1,000) to a maximum of two hundred and fifty thousand dollars (\$250,000).
- Optional life insurance

##### **Basic Accidental Death & Dismemberment (AD&D)**

- Full-time employees are insured for 2.5 times their annual earnings rounded to the next higher multiple of one thousand dollars (\$1,000) to a maximum of two hundred and fifty thousand dollars (\$250,000).

##### **Voluntary AD&D**

- Additional AD&D may be purchased by an employee in units of twenty-five thousand dollars (\$25,000) to a maximum of two hundred and fifty thousand dollars (\$250,000).

##### **Dependent Life**

- Spouse – ten thousand dollars (\$10,000)
- Each Child – five thousand dollars (\$5,000)

##### **Long Term Disability**

- Benefit of 66 2/3% of monthly earnings to a maximum of five thousand dollars (\$5,000) per month.

##### **Extended Health Care**

- No deductible
- Unlimited maximum

##### **Vision**

- No deductible
- Annual maximum (in any twenty-four (24) month period for adults, twelve (12) month period for dependents under age 18) is one hundred and fifty dollars (\$150).
- 100% reimbursement of eligible expenses



### **Dental**

- No deductible
- Dental plan pays the following for eligible expenses:
  - 100% for Basic services
  - 50% for Major Restorative services
  - 50% for Orthodontic services
- Annual maximums are as follows:
  - Basic two thousand dollars (\$2,000) /person
  - Major Restorative fifteen hundred dollars (\$1,500) /person
- Maximum coverage for Orthodontic services is fifteen hundred dollars (\$1,500) per person's lifetime.

### **SICK LEAVE**

#### **Paid sick leave benefits and conditions as follows:**

Confirmation of an illness from the Cigar Lake site nurse to the employee's supervisor must be received before the employee can take this authorized leave. If an employee's absence is due to alcohol or illegal substances, they are not eligible for this paid leave.

The following yearly limits will apply to all employees who have completed their probation.

Full Years of Continuous Working Service in the Calendar Year	Maximum Hours paid in a calendar year
After 1 Year	11 hours
5 or more years	22 hours
10 or more years	33 hours

**If in a previous Calendar Year an employee does not utilize any eleven (11) hours of their authorized paid sick leave, for the next Calendar Year only, that employee's Maximum Hours paid in a Calendar Year as above shall increase by eleven (11) hours. Employees with ten (10) or more years of service will be able to carry over twenty-two (22) hours of authorized paid sick leave if not utilized the previous calendar year.**

**Employees required to provide a Doctor's note as requested by the Employer will be reimbursed upon production of the note and receipt.**

## SCHEDULE "C"

