

COLLECTIVE BARGAINING AGREEMENT

Between



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

**(United Steelworkers) Local 8914 ACLP
McArthur River Operations**

and

**Athabasca Catering Limited Partnership
McArthur River Operation**



January 1, 2019 – December 31, 2021

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**

McArthur River Mining Site

Hereinafter called the “Union”

OF THE SECOND PART

Table of Contents

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - TERM OF AGREEMENT.....	1
ARTICLE 3 - SCOPE	2
ARTICLE 4 - RECOGNITION AND SCOPE	3
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - UNION SECURITY	4
ARTICLE 7 - UNION REPRESENTATION.....	4
ARTICLE 8 - NEGOTIATING COMMITTEE	5
ARTICLE 9 - TRANSPORTATION.....	5
ARTICLE 10 - GRIEVANCE PROCEDURE.....	6
ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION	7
ARTICLE 12 - ARBITRATION	7
ARTICLE 13 - SENIORITY	8
ARTICLE 14 - LEAVE OF ABSENCE	10
ARTICLE 15 - UNION REPRESENTATION.....	12
ARTICLE 16 - INJURED EMPLOYEES	13
ARTICLE 17 - JURY AND WITNESS DUTY	13
ARTICLE 18 - SAFETY AND HEALTH.....	13
ARTICLE 19 - PUBLIC HOLIDAYS.....	14
ARTICLE 20 - VACATION WITH PAY	14
ARTICLE 21 - WAGES	15
ARTICLE 22 - HOURS OF WORK.....	15
ARTICLE 23 - OVERTIME.....	17
ARTICLE 24 - GENERAL.....	17
ARTICLE 25 - GROUP INSURANCE BENEFITS & PENSION	18
SCHEDULE "A" - WAGES.....	19
SCHEDULE "B" – GROUP INSURANCE PLAN.....	20
SCHEDULE "C" – NORTHERN ADMINISTRATIVE BOUNDARY	1

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, **in the last two (2) weeks of January and June each year**, to discuss any problems which may arise from the administration of the 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 the Agreement to them. **During care and maintenance, meetings will be limited to once annually. Agendas will be circulated by both parties, in writing, fourteen (14) days in advance.**

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

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, provided by *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 - TERM OF AGREEMENT

2.01 This agreement is for the period from **January 1, 2019 to December 31, 2021**.

2.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions **not less than 60 days nor more than 120 days before the expiry date of the collective agreement**.

2.03 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.

ARTICLE 3 - SCOPE

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

3.02 (i) Bargaining unit refers to that group of persons employed by the employer and performing work at the McArthur River 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

(ii) “Employee” means a person employed in the bargaining unit.

(iii) “Probationary employee” means an employee who is employed in “a full time position in” the bargaining unit for less than 500 hours worked so that the employer can determine the suitability of the employee for continued employment.

(iv) “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.

(v) “Employee Transfer” means an employee of the Company that transfers to McArthur River from another site. The employee will maintain his current pay schedule (80, 90, or 100%) provided they transfer into the same job classification. The transferred employee will be required to pass the 500 hour probation period.

(vi) “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 500 hours worked, 90% from the 501st hour worked and 100% after 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 500 hour probationary period so that the employer can determine the suitability of the employee for continued employment. Casual employees will be reviewed as per Article 1.02 to ensure permanent positions are being appropriately filled when required by the Company.

(vii) “Client” means the operator of the McArthur River Mine at McArthur River in Northern Saskatchewan with whom the employer has a contract for the provision of catering and janitorial services to the McArthur River Mining camp.

(viii) “Qualified” shall mean the physical and mental fitness and the ability to meet the regular requirements of the job after a reasonable trial or training period. In relation to skilled positions (eg: Baker, **2nd Cook**), skills, experience, and qualifications will be a requirement.

(ix) 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:

- (a) A person who has resided in Saskatchewan's north for a period of 10 years, or one-half his or her age, whichever is the lesser.
- (b) 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 years immediately prior to, and including, the date of application for employment with the Company at the McArthur River 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 he or she comes 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 4 - RECOGNITION AND SCOPE

- 4.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at Athabasca Catering Limited Partnership at the McArthur River Uranium Mine, save and except managers as defined in the contract.
- 4.02 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.
- 4.03 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 in the case of emergency 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.
- 4.04 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 5 - MANAGEMENT RIGHTS

- 5.01 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 qualifications 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.

- 5.02 It is understood that management will manage in a manner that ensures the health and safety of its employees.
- 5.03 The Company agrees that this article will not be used in an unfair, unreasonable or unjust manner against any employee.
- 5.04 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 6 - UNION SECURITY

- 6.01 Every employee who is now or hereafter becomes a member of the union shall maintain his membership in the union as a condition of his employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.
- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 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 7 - UNION REPRESENTATION

- 7.01 The Union shall ensure that a shop steward is available on all shifts to provide representation to employees in the handling of discipline and in the handling of complaints and grievances.
- 7.02 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.
- 7.03 The Company agrees to recognize and deal with the Union grievance committee.

- 7.04 When the legitimate business of a grievance committeeman or shop steward requires him to leave his work area, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).
- 7.05 The Company agrees that stewards and grievance committeemen shall not suffer loss of pay for time spent in the handling of grievances.
- 7.06 A Union Representative may spend one paid hour with new employees at a mutually agreed upon time between Management and the Union to familiarize the new employee with the collective agreement.
- 7.07 Every new employee will receive a copy of the collective agreement during their orientation. An official health benefit card, with a summary of benefits, will be given to every employee upon completion of probation; along with an explanation of benefits the employee may choose to withdraw from.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with the Union negotiating committee along with representatives of the International Union.
- 8.02 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.
- 8.03 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 9 - TRANSPORTATION

- 9.01 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.
- 9.02 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 2nd, 3rd, 4th, 6th, 7th, 8th, 9th, and 10th hours of the departure delay.
- 9.03 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. An employee will be paid his regular rate for all scheduled hours lost due to this provision. Employees on scheduled flights leaving their point of origin later than 1:00 p.m. are not eligible for this clause.

9.04 Outbound Flight Delay

In the event of an outbound flight delay from the site, employees shall have the option to continue working, if qualified and a vacancy exists. Employees may be required to work if operationally necessary.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 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 non peak work hours will be utilized for grievance settlement.

10.02 **The** employee has no complaint or grievance until he has first given his Department Manager an opportunity to adjust the complaint.

10.03 If, after registering the complaint with the Department Manager, and such complaint is not settled within seven (7) 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 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 10.02. The **Lodge** Manager shall meet with the employee's union steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The griever may be present at this meeting if requested by either party. The **Lodge** Manager shall, within a further five (5) working days give his 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 seven (7) working days to the **Regional** Manager or designate who shall, within seven (7) working days if possible, subject to availability of flights, hold a meeting 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 griever may be present at this meeting if requested by either party. The **Regional** Manager or designate shall, within a further three working days, give his decision in writing to the Union on, or attached to, the grievance form.

10.04 The Company shall be required to consider any grievance which is presented within thirty calendar days after the griever 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.

10.05 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 12 – Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Two.

10.06 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.

10.07 The Company shall have the right to submit any grievance to the Union at Step Two of the Grievance Procedure.

10.08 For the purpose of the grievance procedure “working days” shall be considered as the scheduled work day of the grievor.

ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION

11.01 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.

11.02 If an employee believes that he has been unjustly discharged or suspended, he may file a grievance at Step Two of the Grievance Procedure.

11.03 It is the Company’s intention that where it is practical to do so an employee will be given a hearing (with his Steward in attendance) with his Department Manager before he receives a suspension, demotion, or discharge. The Union president or their designate will be able to assist the Steward in these matters if they feel they are beyond their training.

11.04 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 his Department Manager to leave the job.

11.05 Twelve (12) months from the receipt of any discipline by an employee and provided the employee does not receive further discipline for a similar offense during this twelve (12) month period, this discipline shall be stricken from the employee’s record.

ARTICLE 12 - ARBITRATION

12.01 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.

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

12.03 (a) When either party refers a grievance to arbitration, it shall be referred to in rotating order to the following arbitrators:

1. **Ken Norman**
2. Beth Bilson

(b) An Arbitrator, before being so appointed, shall agree to convene a hearing to hear evidence and argument within a period of sixty (60) calendar days of the appointment. If the arbitrator is unable to so act within that time period, the arbitrator shall be passed over to the next on the list.

12.04 Except where otherwise provided for in this Agreement, 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.

12.05 No matter may be submitted to arbitration which has not first been properly carried through all

preceding steps of the Grievance Procedure.

- 12.06 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.
- 12.07 The decision of the Arbitrator shall be final and binding on the Parties.
- 12.08 The Arbitrator shall hear the grievance and shall render his decision within a maximum of ninety (90) calendar days following arbitration.

ARTICLE 13 - SENIORITY

- 13.01 (a) It is specifically understood that McArthur River 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 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.
- 13.02 (a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that, subject to 13.10, 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 13.10, provided no qualified permanent employee applies for the position.

Employees who elect to exercise their seniority rights and request a layoff in accordance with the above, will do so in writing. 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 13.02 (a). Management shall have the right to pass over any employee if it is established that the employee does not have the qualifications to perform the work.
- (c) An employee shall not be entitled to apply for 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, job description, shift assignment and closing date.

13.03 Seniority shall be maintained and accumulated until it is lost under 13.04.

13.04 An employee shall lose his seniority standing and his 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 his absence. In this event the Company shall notify the employee and the Union of his discharge by registered mail to his last address on record with the Company.
- (d) if the employee is laid off and fails to return to work within **fourteen (14)** calendar days after he has been notified to do so **and provided recall date** by the Company by registered mail to the last address provided to the Union and Company (a copy of such notice shall be sent to the Union).
- (e) If an employee that has been a permanent employee for up to thirty-six (36) months has been on lay off for lack of work for a total period for more than twelve (12) consecutive months.
- (f) If an employee that has been a permanent employee for greater than thirty-seven (37) months has been on lay off for lack of work for a total period for more than twenty-four (24) consecutive months.
- (g) If employee fails to contact the Company to confirm current address, phone number and other relevant contact details within sixty (60) days of the date of the employee's last layoff or during any subsequent sixty (60) day period thereafter.
- (h) after 750 hours worked in a non-bargaining unit job within a twelve (12) month period.

13.05 **The Union** will be issued an up-to-date seniority list quarterly. A copy of such seniority list shall be **delivered** to the **site** office of the Union and a copy posted on the **Lodge** bulletin boards for employees' inspection. 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 addresses, telephone number, classification and rate of pay. **The Company will also provide a list of all Casual employees which includes the employee's date of hire and accumulative hours.**

13.06 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 work weeks' notice (7 working days). It is understood that the

Company shall pay in lieu of notice.

- 13.07 (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 13.02. 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.
- 13.08 For the purposes of this agreement a vacancy shall be defined as any unfilled position where there is work being performed.
- 13.09 (a) If within twenty-eight (28) working days an employee working in a new job classification or assignment voluntarily disqualifies himself he shall return to his last classification and assignment and he will not be considered for the same job he has disqualified himself 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, he shall be returned to his last classification and assignment, and he will not be considered for the job he was disqualified from for a period of up to six (6) months unless agreed to by the Company.
- 13.10 (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 **First Nation(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 13.02, 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 3.02.
- (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 14 - LEAVE OF ABSENCE

- 14.01 An employee shall be allowed a leave of absence without pay for personal reasons, if:
- 1) he requests it in writing from the supervisor, and
 - 2) 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.

- 14.02 (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 fourteen (14) 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 14.02 (a) the Company agrees to pay the employee their wages for the regular schedule 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 quarterly basis.

14.03 Parental Leave

Employees are entitled to a twelve-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.

14.04 (a) Funeral Leave

An employee who is authorized to be absent from work because of his 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 within the seven (7) calendar day period immediately following the death of a member of the employee's "immediate family" if that employee is able to leave site on a regularly scheduled flight or a previously scheduled available charter flight. If a special charter flight is required the employee shall receive only one (1) day's paid leave. The first day of the seven (7) day period shall, at the employee's election commence either on the day the death occurred or on the following day.

Notwithstanding the foregoing, in the case of death of an employee's immediate family, the employee shall be granted up to seven days off work.

- (ii) "immediate family" means:

- the employee's spouse, parent, grandparent, child, grandchild, brother, stepbrother, or sister, or stepsister, or the spouse of the brother or sister; 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 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) Bereavement Leave of Absence.

In the event that an employee is unable to attend an out-of-Saskatchewan funeral of the mother, father, sister or brother of the employee or his spouse, he will be granted one (1) day, bereavement leave of absence.

(d) 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.

14.05 An employee returning from any leave of absence shall be returned to his/her previous job.

14.06 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 within two (2) weeks following the end of the leave. It shall be the employee's responsibility to inform the employer four (4) weeks in advance of their plan to return to work.

14.07 Interpersonal/Domestic Violence Leave

The Employer will provide leaves for Interpersonal/Domestic Violence pursuant to The Saskatchewan Employment Act.

ARTICLE 15 - UNION REPRESENTATION

15.01 It is understood and agreed that the Company will help and assist the Union in obtaining transportation to the McArthur River job site for the Union representative. Such transportation is made available by the client and subject to availability of seats on aircraft. If the Union representative wants to speak to local Union representative about a grievance or other official business, he shall advise the manager or his designate who shall call the Union representative to an appropriate place where they may confer privately.

ARTICLE 16 - INJURED EMPLOYEES

- 16.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid wages for the remainder of his 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 McArthur River site and to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an industrial injury, he 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 17 - JURY AND WITNESS DUTY

- 17.01 An employee shall be granted leave of absence with pay at his 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 two occurrences per calendar year.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 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.
- 18.02 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Acts of Saskatchewan 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.
- 18.03 As provided for in The Occupational Health & Safety Act, 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 he has exercised any rights conferred upon him under the Act.
- 18.04 The employee shall be supplied without cost all protective clothing and other devices deemed necessary to protect employees from injuries arising from their employment with the Company.

ARTICLE 19 - PUBLIC HOLIDAYS

19.01 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	

- 19.02 (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 preceding the public holiday. The hours worked will be divided by fourteen, (14), days to obtain hours to be paid.
Example - 154 hours ÷ 14 days = 11 hours
Example - 87 hours ÷ 14 days = 6.25 hours
- 19.03 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 20 - VACATION WITH PAY

- 20.01 (a) Vacation shall be accrued at the rate of fourteen (14) normal working days per year of service and paid out at 6.5 % of gross earnings.
- (b) After five (5) years of service employees shall receive fourteen (14) normal working days per year of service paid at 8% of gross earnings.
- (c) After ten years of service employees shall receive twenty-eight (28) normal working days per year of service paid at 9% of gross earnings.
- (d) After 15 years of service employees shall receive twenty-eight (28) normal working days per year of service paid at 10% of gross earnings.
- (e) An employee who leaves the employment of the Company for any reason shall receive vacation pay based on the above entitlement.
- (f) "Gross earnings" shall mean total taxable earnings.
- (g) Vacation will be paid as accrued, or in accordance with Labour Standards if requested by the Employee.
- (h) Within each department, employees with the greatest general seniority will be permitted to choose **two (2) seventy-seven (77) hour blocks of vacation or one (1) one hundred fifty-four (154) hour block 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 15th of each calendar year to maintain your seniority rights for vacation entitlement. Any vacation requests made after March 15th of the calendar year will be made on a first come first served bases with regards to the efficiency of the operation.

ARTICLE 21 - WAGES

- 21.01 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.
- 21.02 Shift Premiums:
Effective upon signing of the revised Collective Agreement in 2010 a night shift premium of seventy-five (.75) cents 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.
- 21.03 Temporary Transfer - 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 his 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.
- 21.04 Payment of wages - The Company agrees that all employees shall be paid every two weeks. Cut off will be at the end of every second Saturday/ day shift. Pay day will be the Friday following cut off.
- 21.05 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.
- 21.06 Training Premium:
Ninety (90) days after the signing of the revised Collective Bargaining Agreement, the Company will pay a training premium of fifty (.50) cents 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 22 - HOURS OF WORK

- 22.01 Definition of Work Day and Work Week
- (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 week may be partial work days, the total scheduled working hours of which add to eleven (11).
- (b) No shift shall exceed 14 hours including all established breaks, and the total work hours scheduled shall not exceed 11 hours.

- (c) The “normal work **rotation**” shall mean one hundred fifty-four (154) hours within a period of **three hundred 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) days in advance**. Posted schedules shall not be changed to prevent payment of overtime.

- 22.02 (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 he is 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 his 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 his 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 his 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** scheduled work **rotation**. 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.

- 22.03 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.
- 22.04 Employees will be granted thirty (30) minutes for paid rest periods during each normal work day. The periods will be scheduled by mutual agreement.

ARTICLE 23 - OVERTIME

- 23.01 The Company shall endeavor to give notice of overtime as far in advance as practical. In emergency situations employees may be required to work overtime assignments.
- 23.02 (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 fifty-four (154)** hours in one **rotation**, or all hours worked outside of his regular schedule.
- (b) Overtime shall not be paid more than once for the same hours worked.
- 23.03 Where a change in a work schedule is made for the convenience of the employee (ie: transfers, promotions) or where, with the consent of the Company, an employee arranges to cover an employee's shift, all regular scheduled hours worked as a result of such change or arrangement shall not be subject to payment at overtime rate, notwithstanding anything contained in this Article to the contrary, as per Voluntary Exchange form. A Copy of the fully completed Voluntary Exchange form shall be provided to the Union.
- 23.04 **Call Out.**
An employee who has already left his work area after completion of his scheduled shift, and who is recalled for work shall be paid overtime at his appropriate rate of pay for all hours worked on recall, up to the starting time of his next scheduled shift, but in any event he shall be paid for not less than two (2) hours at the appropriate overtime rate of pay.
- 23.05 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 week will enter their name on the Call Board at the beginning of their work week. 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 24 - GENERAL

- 24.01 Education Leave
Full time employees who have been with the Company for six consecutive months may apply for reimbursement upon successful completion at a recognized institution, as follows:

100% of the tuition/seminar fees, as well as lost time and benefits for employment related courses taken at the request of the Company. Written approval must be provided in advance in all cases.

24.02 Humanity Fund

The Company agrees to deduct the amount of \$0.02 per hour from the wages of all employees in the bargaining unit for all hours worked, and, prior to the 15th 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 canceled or reinstated on an annual basis.

24.03 Bulletin Board

The Company agrees to provide 2 bulletin boards in areas 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.

24.04 Copies of Agreement

The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. The Company shall print and provide a booklet of this Agreement for each employee plus fifty (50) copies for the use of the Union.

24.05 Footwear Allowance:

Upon production of a receipt of purchase by a permanent employee, the Company will reimburse the permanent employee to a maximum of **one hundred fifty (\$150)** dollars every two (2) years, for the purchase of approved work site footwear for the work site location, after the employee’s one (1) year anniversary date. The Company will supply all required mandatory safety footwear for permanent employees. The Company will also supply temporary mandatory footwear for casual employees.

ARTICLE 25 - GROUP INSURANCE BENEFITS & PENSION

25.01 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 pay-roll system.

25.02 (1) 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.

(2) 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.

25.03 Pension – The Company and the Union have agreed to investigate a Registered Retirement Savings Plan. The Company has agreed to payroll deduction for the plan.

25.04 The Company will provide all permanent employees with benefit cards to allow direct billing for Prescription Drugs.

SCHEDULE “A” - WAGES

Effective January 1, 2019 a two- and one-half percent (2.5%) general wage increase (rounded to the nearest cent) will be applied to the **January 1, 2018** rates of pay as set out in Schedule A.

Within two (2) weeks of ratification of the revised Collective Agreement, retroactive payments in accordance with the Schedule “A” below will be made (minus all lawful deductions) to all employees for all hours worked.

McArthur River	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021
Classification		2.5%	0%	0%
Baker/Cook	\$24.21	\$24.82	\$24.82	\$24.82
2nd Cook	\$23.17	\$23.75	\$23.75	\$23.75
Salad Person	\$21.92	\$22.47	\$22.47	\$22.47
3rd Cook	\$21.08	\$21.61	\$21.61	\$21.61
Server/Washer	\$20.04	\$20.54	\$20.54	\$20.54
Janitor	\$20.04	\$20.54	\$20.54	\$20.54
Housing Attendant	\$20.04	\$20.54	\$20.54	\$20.54
General Help	\$20.04	\$20.54	\$20.54	\$20.54
Underground Janitor	\$22.37	\$22.93	\$22.93	\$22.93
Hard Floor Janitor	\$21.17	\$21.70	\$21.70	\$21.70

SCHEDULE “B”

FIRST NATIONS INSURANCE SERVICES LTD.

GROUP INSURANCE PLAN

TO McARTHUR RIVER 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 ~~20~~ 15 hours per week) are insured for 2.5 times their annual earnings rounded to the next higher multiple of \$1,000 to a maximum of \$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 \$1,000 to a maximum of \$250,000.

Voluntary AD&D)

- Additional AD&D may be purchased by an employee in units of \$25,000 to a maximum of \$250,000.

Dependent Life

- Spouse - \$10,000
- Each Child - \$5,000

Long Term Disability

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

Extended Health Care

- No deductible
- Unlimited maximum

Vision

- No deductible
- Annual maximum (in any 24-month period for adults, 12-month period for dependents under age 18) is \$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 \$2,000/person
 - Major Restorative \$1,500/person

- Maximum coverage for Orthodontic services is \$1,500 per person's lifetime.

SICK LEAVE

Paid sick leave benefits and conditions as follows:

Confirmation of an illness from the McArthur River 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.

<u>Full Years of Continuous Working Service in the Calendar Year</u>	<u>Maximum Hours paid in a Calendar Year</u>
After 1 year	11
3 or more Years	22
5 or more Years	33
10 or more Years	44

If in a previous calendar year an employee does not utilize any 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 11 hours.

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

SIGNED ON BEHALF OF
OF THE COMPANY


Ray Edwards


Alan Cole


Sharon Schultz

SIGNED ON BEHALF OF
THE UNION


Darrin Kruger


Denis O'Hara


Kimberly Felske

February 27, 2020

SCHEDULE "C"

