

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EAST COAST CATERING LIMITED**

**AND**

**STEELWORKERS, LOCAL 9422-1**

**FEBRUARY 15, 2012**

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## ARTICLE 1— GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions and to maintain harmonious relations between the Company, Union and Employees covered by this Agreement.
- 1.02 In the interest of industrial peace, the Company, Union and Employees agree to abide by and observe the terms and conditions of this Agreement.

## ARTICLE 2 — DEFINITIONS

- 2.01 "Company" means East Coast Catering Limited, a corporation incorporated under the laws of Newfoundland and Labrador. Pursuant to a commercial contract with Lac des Iles Mines Ltd. (hereinafter "LDI"), the Company provides catering and housekeeping services at the Lac des Iles mine site approximately 85 km northwest of Thunder Bay, Ontario.
- 2.02 "Employee" means an employee of the Company in the bargaining unit covered by this Agreement pursuant to paragraph 3.01 of this Agreement.
- 2.03 "Full-time Employee" means an Employee who has been offered a permanent position.
- 2.04 "Union" means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 9422-1, its local union executive and other duly authorized representatives.
- 2.05 In this Agreement, words importing the singular number shall include the plural and vice versa.
- 2.06 Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

## ARTICLE 3 — RECOGNITION

- 3.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company at the Lac des Iles Mine site, save and except Camp Manager and those above that rank, pursuant to the

certification order of the Ontario Labour Relations Board dated May 1, 2008.

Work of the Bargaining Unit

- 3.02 Camp Managers or those above that rank shall not perform work which is normally done by Employees in the bargaining unit except in cases of an emergency nature, where the Employee's absence would stop work, protection of equipment, employee safety, or where qualified Employees are not reasonably available to do such work. Nothing in this paragraph shall interfere with the normal performance of duties such as the carrying out of research, development and test programs, the necessary instruction or training of Employees, the inspection of equipment, product or process by such non-bargaining unit employees.

**ARTICLE 4 — NO DISCRIMINATION OR HARASSMENT**

- 4.01 The Company, Employees and the Union agree to be bound by the Ontario Human Rights Code, which protects against discrimination and harassment on such prohibited grounds as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- 4.02 There shall be no discrimination by the Company or the Union or its members against an Employee because of membership or non-membership in any lawful union, or because the Employee has exercised or failed to exercise any right specifically provided under this Agreement.
- 4.03 The Company, Employees and the Union endorse a workplace environment which is free from any form of harassment. For purposes of this Article, harassment is any unwanted physical or verbal conduct that offends or humiliates another person, and may include:
- (1) threats, intimidation, or verbal abuse;
  - (2) unwelcome remarks or jokes about subjects such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;

- (3) displaying sexist, racist or other offensive pictures or posters;
- (4) sexually suggestive remarks or gestures;
- (5) inappropriate physical contact, such as touching, patting, pinching or punching;
- (6) physical assault, including sexual assault.

#### ARTICLE 5 — MANAGEMENT RIGHTS

5.01 It is the exclusive function of the Company, as it sees fit, to:

- 1) maintain order, discipline and efficiency; hire, promote, demote, suspend, discharge for just and sufficient cause, lay off, assign to shift, transfer Employees; increase or decrease the working force; make and alter from time to time rules and regulations to be observed by the Employees; and train Employees;
- 2) manage and operate its business in all respects in accordance with its commitments and responsibilities, including: the location of the facilities; the products to be handled; the scheduling of human resources to provide services; the right to decide on the number of Employees needed at any time; the extension, limitation, curtailment, or cessation of operations or any part thereof; and the methods, processes, procedures and means of operation.

5.02 All management rights, whether enumerated or otherwise, shall be reserved unto management except as specifically abridged by this Agreement. For certainty, there shall be no implied restriction on management's ability to manage the business of the Company read into this Agreement.

#### ARTICLE 6 — UNION SECURITY

6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the gross earnings of each Employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

6.02 Dues, initiation fees and assessments shall be remitted to the Union forthwith and, in any event, no later than 15 days following the last day of a four week pay period in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers), AFL-CIO-CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office as designated by the Area Coordinator and until changed to: Room 11-929, Fort William Road, Thunder Bay, Ontario, P7B 3A6.

6.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- 1) a list of the names of all Employees from whom dues were deducted and the amount of dues deducted
- 2) a list of the names of all Employees from whom no deductions have been made and reasons.

This information shall be sent to both Union addresses identified in paragraph 6.02 above, in such form as shall be directed by the Union to the Company.

6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

6.05 When preparing T-4 slips for Employees, the Company will enter the amount of Union dues paid by Employee during the previous year.

#### ARTICLE 7 — DISCIPLINE AND DISCHARGE

7.01 The Company reserves the right to discipline Employees for just cause.

- 7.02 The Company agrees that when an Employee is to be disciplined and/or discharged, he has the right to be accompanied by his Shop Steward. An Employee shall suffer no loss of pay or other benefits while attending meetings under this Article.
- 7.03 Any written warning, suspension or discharge given to an Employee shall be given in writing, in duplicate, within seven (7) business days of it being determined by the Company that there has been an infraction warranting discipline.
- 7.04 The record of any disciplinary action on an Employee's file shall not be referred to and used against the Employee after a period of twelve (12) months in the case of a written reprimand and eighteen (18) months in the case of a disciplinary suspension.
- 7.05 An Employee, upon request, will be permitted to review his employment record but he shall not remove any material from such record nor in any way attempt to alter the record except through the grievance procedure.
- 7.06 The Union and Employees recognize, acknowledge and accept that LDI has General Site Rules and Human Resource Policies that the Company and its employees are required to comply with in respect of its activities on site.

#### ARTICLE 8 — GRIEVANCES

- 8.01 For purposes of this Agreement, a grievance is a violation or alleged violation of this Agreement, or a matter relating to or involving the interpretation, application or administration of this Agreement.
- 8.02 The Company, Union and Employees agree that complaints and grievances should be addressed as quickly as possible.
- 8.03 The Company and Union encourage Employees to bring any complaints to the attention of the Camp Manager for consideration before a grievance is filed. When discussing a complaint with the Camp Manager, an Employee has the right to be accompanied by his Shop Steward. If, after bringing the matter to the attention of the Camp Manager, the Employee is still not satisfied, a written grievance may be filed.



8.04 All grievances to be processed hereunder shall be filed in writing, signed by the Employee, and shall set forth the essential facts of the grievance, with reference to the Employee's particular claim, the Article(s) of this Agreement under which the grievance is filed, and the redress claimed. Such written grievance shall then form the basis of the grievance through all the steps of the grievance procedure and arbitration process.

8.05 An Employee who has a grievance as defined above shall continue to perform his assigned duties.

8.06 Grievances meeting the above requirements shall be processed within the time limits and in the manner stated below:

**Step 1:** A written grievance shall be prepared and presented to the Camp Manager within fourteen (14) days of the occurrence of the event giving rise to the grievance. Within seven (7) days of receipt of the written grievance, the Camp Manager shall provide a written response to the Employee who signed the grievance and a copy to the staff representative(s) assigned to represent the Employees.

**Step 2:** If settlement is not reached at Step 1, a Shop Steward or staff representative of the Union may submit the grievance to the Company's Operation's Manager within seven (7) days of receipt of the Camp Manager's written response. The Company's Operation's Manager shall meet with or otherwise discuss the grievance with the Shop Steward or staff representative within seven (7) days of his receipt of the grievance. The Company's Operation's Manager shall provide a written response within ten (10) days of his receipt of the grievance.

**Step 3:** If settlement is not reached at Step 2, a staff representative of the Union may submit the grievance to the Company's Operations Manager within seven (7) days of receipt of the area manager's written response. The Company's Operation's Manager shall meet with or otherwise discuss the grievance with the staff representative within ten (10) days of his receipt of the grievance. The Company's Operations Manager shall provide a written response within fifteen (15) days of his receipt of the grievance.

- 8.07 When two or more Employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance must be handled as a Group Grievance and presented to the Company's Operation's Manager at Step 2 of the grievance procedure but in no event not more than fourteen (14) days from the occurrence of the event giving rise to the grievance.
- 8.08 The Union shall have the right to initiate a policy grievance or grievance of a general nature. The Company may also file a grievance for an alleged violation of this Agreement. Such grievances shall be initiated at Step 3 of the grievance procedure.
- 8.09 If settlement is not reached at Step 3, a grievance may be referred to Arbitration as set forth in Article 9. The Union shall notify the Company of its intent to seek arbitration by written notice served by registered mail within fourteen (14) days of receipt of the Operations Manager response after completion of Step 3 of the grievance procedure.
- 8.10 All time limits for the filing and processing of grievances are mandatory and any non-compliance with such time limits shall result in the grievance being deemed abandoned. Notwithstanding the foregoing, the Company and the Union may, by agreement in writing, extend or waive any time limit.
- 8.11 The Company agrees to provide the Union, by registered mail or e-mail, the names and relevant contact information (mailing address, e-mail address, telephone number, fax number, and mobile telephone number) for the Camp Manager and Operation's Manager.
- 8.12 The Union agrees to provide the Company, by registered mail or e-mail, the names and relevant contact information (mailing address, e-mail address, telephone number, fax number, and mobile telephone number) for Shop Stewards and staff representative(s) assigned to represent the Employees.

### **ARTICLE 9 — ARBITRATION**

- 9.01 Any grievance as defined in Article 8 which is not settled under the terms of that Article and which has been processed in accordance with the mandatory time limits therein may be submitted to arbitration as hereinafter provided.
- 9.02 The arbitration procedure shall extend only to those issues which are eligible for arbitration under this Agreement and only if the grievance was properly and timely filed and meets the requirements set out in Article 8.

- 9.03 Where the parties mutually agree, the grievance may be referred to a single arbitrator for determination and in such case, the single arbitrator will be appointed by agreement between the parties.
- 9.04 Where the parties cannot agree that the grievance will be heard by a single arbitrator, a Board of Arbitration will be constituted. The Board of Arbitration shall be comprised of one representative each of the Company and the Union to be appointed by written notice given to the other party within fourteen (14) days following notification of arbitration. The Board of Arbitration will be chaired by one of the persons on the below listed panel who shall serve on a rotating basis:
- Dr. William Marcotte  
Mr. Dana Randall
- 9.05 If the Chairman so selected is unable to serve, the next person on the list shall be selected to chair the Board of Arbitration.
- 9.06 No person shall serve as a single arbitrator or on the Board of Arbitration if involved directly in the grievance under consideration.
- 9.07 When the single arbitrator has been appointed or the Board of Arbitration has been formed in accordance with this Article, the arbitrator or Board shall meet and hear the evidence of both parties and shall render a decision in writing, to the parties not later than thirty (30) days after the completion of the hearing of evidence and representations made on the matter by the parties.
- 9.08 A decision of the single arbitrator or the decision of a majority of the Board shall be taken to be the decision and shall be final and binding on all parties concerned. In the event that a majority decision cannot be arrived at by a Board of Arbitration, the decision of the Chairman shall be final and binding on all parties concerned.
- 9.09 The single arbitrator or the Arbitration Board shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement or render a decision inconsistent with the specific provisions of this Agreement. The single arbitrator or the Arbitration Board may consider only the particular issue or issues presented as framed on the original grievance form

and the decision must be based solely on the provisions of this Agreement and on the claim as framed on the original grievance.

- 9.10 The expenses of the single arbitrator or Chairman of the Board of Arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for its own costs including its own nominee to the Board other than the costs of the single arbitrator or the Chairman.
- 9.11 The single arbitrator or the Arbitration Board shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

#### ARTICLE 10 — UNION ACCESS AT SITE

- 10.01 Upon request to the Company, up to two (2) duly authorized staff representatives of the Union shall have reasonable access to the Lac des Iles mine site for the purposes of adjusting grievances, discussion of disputes and administering the terms of this Agreement. The staff representative(s) shall notify the Company's Camp Manager of an intended visit and/or intended meetings with Company officials or Employees with as much notice as reasonably possible. The staff representative(s) shall contact the Company's Camp Manager prior to his arrival to make all necessary arrangements for access to the site.
- 10.02 The Union agrees and affirms that the duties and productivity of Employees shall not be interfered with or impeded by reason of a staff representative's presence at the site.
- 10.03 The Union agrees that staff representatives visiting the Lac des Iles mine site are subject to and shall comply with all LDI and Company rules and policies.

## ARTICLE II — HEALTH, SAFETY & WORKPLACE ENVIRONMENT

### General

- 11.01 The Company and Union acknowledge their common interest for maintaining a healthy and safe working environment and agree to cooperate and participate in their pursuit of progressive health and safety standards in the workplace. In the interest of an effective health and safety program for Employees at work, it is agreed that joint and co-operative methods shall be encouraged.
- 11.02 The Company and Employees shall comply with all applicable provisions of health and safety legislation and regulations, in addition to those rules established by the Company and/or LDI.
- 11.03 The Company shall continue to make provisions for the health and safety of its Employees and shall continue utilizing safety devices and practices for the protection of Employees, subject to such improvements or changes as may be introduced by the Company from time to time.
- 11.04 The Union and Company recognize April 28th as the annual day of remembrance for workers who died on the job. Any flags flown at the workplace on that day will be lowered to half mast and those working on that day will observe a minute of silence in memory of those who died on the job.

### Joint Health and Safety Committee

- 11.05 A Joint Health and Safety Committee (JHSC) will be established in accordance with the Occupational Health and Safety Act for the Province of Ontario.
- 11.06 The JHSC shall consist of two (2) bargaining unit Employees appointed or elected by the Union and up to two (2) non-bargaining unit representatives employed and appointed by the Company. Time spent in JHSC meetings is to be considered time worked.
- 11.07 The JHSC shall meet monthly, and at such other times as agreed. The JHSC will be provided monthly with a summary of injuries and incidents for

review and discussion by the JHSC. Minutes of the meetings shall be sent to the Company and the Union. An Employee member of the JHSC shall be notified of a critical injury or fatality as soon as possible.

11.08 An Employee member of the Committee is entitled to accompany an Inspector from the Ministry of Labour, Health and Safety Division, Government of Ontario on his inspection of the Company's workplace at the Lac des Iles mine site. Time spent is to be considered time worked.

11.09 In making any changes affecting Employees with respect to either a Health and Safety Program or a Personal Protective Equipment Program, such changes will be discussed with the JHSC in order to give the JHSC an opportunity to review the changes and make suggestions for revisions.

#### ARTICLE 12 — PROBATIONARY EMPLOYEE

12.01 The probationary period shall normally be for a period of forty-two (42) working days.

) 12.02 The Company, Union and Employee may mutually agree to extend the probationary period for an agreed upon period.

12.03 Upon successful completion of the probationary period, the Employee's seniority shall be determined and shall include the probationary period.

12.04 The Company shall apply a formal evaluation procedure in evaluating and providing feedback to a probationary Employee. The termination of a probationary Employee for reasons of unsuitability as determined solely by the Company shall not be subject to the grievance procedure or arbitration.

#### ARTICLE 13 — SENIORITY

13.01 Seniority shall mean length of service from the first day of work with the Company at the Lac des Iles mine site, upon successful completion of the probationary period. In the event two or more Employees have the same seniority start date, the Employee with the lowest payroll number shall be deemed to be more senior.

13.02 The seniority list will be posted on bulletin boards in April and October of each year. A copy of the list shall also be provided to the Union. Employees shall have thirty (30) days after posting to protest in writing any errors or omissions. The onus of proof of any claims or error lies with the Employee; however, the Company will cooperate with the Employee in providing records and all proven inaccuracies will be corrected.

13.03 An Employee shall forfeit his seniority and be removed from the seniority list and be considered terminated for the following reasons:

- (1) he voluntarily terminates his employment;
- (2) he is discharged and is not reinstated pursuant to the grievance procedure or arbitration;
- (3) he is recalled to work from layoff and does not return to work within five (5) days, or fourteen (14) days if employed elsewhere, of telephone notice or of when the notice would have been delivered to his last known address;
- (4) he fails to return to work upon expiration of a leave of absence granted by the Company or any mutually agreed upon extension; or
- (5) he is laid off in excess of thirty-six (36) months.

#### Filling of Vacancies

13.04 When a vacancy occurs in a classification other than General Help or Third Cook or a new position is created within the bargaining unit in a classification other than General Help or Third Cook, and the Company decides to fill such vacancy or new position, it shall be posted internally for a period of eight (8) days, during which time applications may be received.

13.05 In filling posted positions, the senior applicant will be awarded the position where the qualifications are relatively equal between the candidates as determined by the Company. If there are no applicants whose qualifications meet the requirements for the posted position, the Company may fill the position from any source.

13.06 Employees appointed to a new position shall be subject to a trial period in the new position of two full working rotations at site. In the event that the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, he shall return to his former position, wage or salary rate and without loss of

seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate and without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where an Employee fails to successfully complete a trial period, or voluntarily reverts to his former position prior to completion of the trial period, the Employee will not be permitted to be considered for the same position for a period of at least twelve (12) months.

### Layoff and Recall

13.07 Layoffs shall be done by classification in reverse order of seniority.

13.08 An Employee to be laid off may elect to bump the most junior Employee in a lower paid classification, subject to the following:

(1) the Employee has the qualifications, work experience, skill, ability, and training to perform the work, or to acquire same within seven (7) work days of on-the-job familiarization and training; and

(2) the Employee is more senior.

The displaced Employee will be laid off, unless he elects to bump another Employee in accordance with this paragraph.

13.09 Recall shall be done in order of seniority. The recall of any Employee is subject to the Employee having the qualifications, work experience, skill, ability and training to perform the work.

13.10 The Company may recall Employees through notification by phone. Inability to make contact by phone requires the Company to provide notice by registered mail to the Employee's last known address. It is the responsibility of the Employee to keep the Company informed of his current address and telephone number. When recalled by mail the Employee must contact the Camp Manager to make arrangements as to when the next available rotation will be, should his position have been temporarily filled by another Employee while awaiting contact with the Camp Manager.

13.11 An Employee who refuses a recall to work full time in his original position, or does not report to work after accepting a recall, shall be deemed to have.



## **ARTICLE 14 — ESTABLISHMENT OF NEW CLASSIFICATIONS**

- 14.01 In the event a new job classification is established that falls within the scope of the bargaining unit, the Company and the Union will meet to discuss the applicable wage rate. If agreement cannot be reached on the wage rate to be applied, the matter may be submitted to arbitration for a determination.

## **ARTICLE 15 — PROMOTIONS OUTSIDE THE BARGAINING UNIT**

- 15.01 An Employee promoted to a Company position outside the bargaining unit shall maintain his seniority for a period of up to six (6) months cumulatively in any eighteen (18) month period, during which he shall continue to pay Union dues. If the Employee returns to the bargaining unit within that period, he shall be reinstated with seniority unaffected. If the Employee does not return within that period, such promoted Employee shall lose all bargaining unit seniority.

## **ARTICLE 16 — HOURS OF WORK**

- 16.01 The Lac des Iles mine site normally operates 365 days per year, 24 hours per day, currently with two twelve (12) hour shifts comprised of day and night shifts. It is hereby expressly understood that the provisions of this Article are intended to provide a basis of calculating time worked and shall not be construed as a guarantee of hours of work per week or work schedules, which shall be determined by the Company.
- 16.02 Based on current operating requirements, Employees work either a seven (7) day or fourteen (14) day work rotation, followed by seven (7) days off. Each regularly scheduled shift is normally twelve (12) hours per day.
- 16.03 The Company reserves the exclusive right to determine and assign work rotations and work shifts. Schedules may provide for flexible starting times and schedules may be changed from time to time to suit operating requirements.
- 16.04 Employees will be paid for actual time worked. Time worked will be calculated in units by rounding up to the next one-half (1/2) hour.

### Breaks and Meal Periods

- 16.05 Employees will be given two (2) fifteen (15) minute breaks per shift. Break periods scheduled during an Employee's shift, including reasonable travel and wash-up time, will be considered worked time.
- 16.06 Employees will be given two (2) thirty (30) minute unpaid meal periods per shift.
- 16.07 Employees will be provided suitable facilities, including washroom facilities, determined and approved by the Company, to use for breaks and meal periods.

### Overtime

- 16.08 Overtime hours shall be scheduled and pre-approved by the Company.
- 16.09 Overtime hours shall be calculated in increments of one-half (1/2) hour.
- 16.10 Overtime rates are calculated as time and one-half (1.5x) an Employee's regular hourly rate of pay.
- 16.11 An Employee will never be paid more than forty-four (44) hours at his regular rate of pay during any seven (7) consecutive day period.

### Scheduled Overtime

- 16.12 Overtime rates will be paid for all scheduled hours worked by an Employee in excess of forty-four (44) hours in any seven (7) day work rotation. Where an Employee works more than seven (7) consecutive days, he is deemed to have commenced a second seven (7) day rotation on the eighth day, such that the next forty-four (44) hours of scheduled work shall be paid at his regular rate of pay.

For purposes of this paragraph, an Employee is deemed to have commenced his seven (7) day work rotation on the day on which he actually begins work.

### Non-scheduled Overtime

- 16.13 Non-scheduled overtime means any hours worked after an Employee's regularly scheduled twelve (12) hour shift.
- 16.14 Overtime rates will be paid for all non-scheduled overtime hours worked.
- 16.15 Non-scheduled overtime shall be offered equitably in rotation to Employees who are then currently qualified to perform the work and who have expressed an interest in working non-scheduled overtime.
- 16.16 Where no Employee has expressed an interest in working non-scheduled overtime, the work will be assigned to the least senior employee in the classification.

### ARTICLE 17 — PUBLIC HOLIDAYS

- 17.01 The following days are recognized as public holidays:

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

- 17.02 Eligible Employees will be paid public holiday pay equal to eleven (11) hours at their regular rate of pay for each of the designated public holidays
- 17.03 An Employee who works on a designated public holiday shall be paid time and one-half (1.5x) his regular pay for all hours worked on that day.
- 17.04 An Employee will not be paid for a holiday if he:

- (1) fails without reasonable cause to work his entire shift on his regularly scheduled days of work before or after the public holiday
- (2) is scheduled to work on the public holiday and fails to report for and perform the work;
- (3) is collecting Workers' Compensation benefits or any disability benefit for non-occupational sickness or injury;
- (4) is on leave of absence without pay; or
- (5) is on layoff.

#### ARTICLE 18 — VACATION

- 18.01 The vacation year shall be from May 1 to April 30 of the following year.
- 18.02 Vacations shall be granted on a seniority basis. Vacation requests must be submitted to the Camp Manager by the end of March for the following vacation year. The vacation schedule shall be posted by the end of April for the following vacation year. Any vacation requested after the end of April will be assigned on first come, first serve basis.
- 18.03 A copy of the posted vacation schedule will be forwarded to the Union office.

#### Vacation Time

18.04 An Employee who has completed:

twelve (12) months of continuous service at April 30 shall be entitled to two (2) weeks of vacation time during the following vacation year.

(ii.) five (5) years or more of continuous service at April 30 shall be entitled to three (3) weeks vacation time during the following year

18.05 An Employee who has completed less than twelve months of continuous service at April 30 shall be entitled to pro-rated vacation time during the following vacation year based on the number of months of continuous service at April 30.

- 18.06 An Employee's vacation time will be pro-rated for absences for any reason in excess of 30 days cumulative in the calendar year (excluding leaves of absence granted to employees for Union business not exceeding one (1) year).
- 18.07 An Employee shall earn vacation pay at a rate of four per cent (4%) of gross earnings (excluding vacation pay) except in the case where an employee qualifies for the third week of vacation under article 18.04 (ii) as such employee would be entitled to six per cent (6%) of gross earnings (excluding vacation pay).

#### Vacation Pay

- 18.08 Except where an Employee requests that the Company retain his earned vacation pay, his earned vacation pay shall be paid bi-weekly and itemized separately on his statement of earnings.
- 18.10 Where an Employee requests that the Company retain his earned vacation pay, all earned and retained vacation pay shall be paid to the Employee in the pay period immediately preceding the Employee's scheduled vacation time. If the Employee is not scheduled for vacation time in a vacation year, all earned and retained vacation pay shall be paid to the Employee in the last pay period in April.
- 18.11 If an Employee requests payment of vacation pay prior to his scheduled vacation time, all earned and retained vacation pay shall be paid to the Employee in the pay period following the request AND thereafter the Employee's vacation pay shall be paid bi-weekly.
- 18.12 All earned and retained vacation pay shall be paid to an Employee in the pay period immediately following termination of his employment.

## ARTICLE 19 — LEAVES OF ABSENCE

### Union Leave

19.01 Upon written request by the Union to the Camp Manager at least one (1) week in advance and subject to available Employees and skills on site, the Company shall, during each year of the term of this Agreement, grant a leave of absence without pay, to Employees named in the request for the purposes of attending Union courses, conferences, conventions and Local Union business. It is recognized that operational requirements may be taken into consideration in applying this clause but requests for such leave is not to be unreasonably or arbitrarily denied.

### Pregnancy, Parental, Adoption, Emergency and Compassionate Leave

19.02 The Company will grant pregnancy, parental and adoption, emergency, compassionate and any other applicable leave in accordance with applicable legislation.

Upon written request by the Employee, the Company may grant an extension of unpaid pregnancy, parental and adoption, emergency, compassionate leave for a further period of up to six (6) months.

### Election Leave

19.03 Upon written request by the Employee, the Company may grant leave of absence without pay to any Employee elected to, campaigning for his election to, or acting as the campaign manager for an individual's election to any municipal, provincial or federal government office. Such leave shall be for a maximum period of two (2) months.

### Jury Duty and Crown Witness

19.04 Should an Employee be required to report on their regular work day for jury duty or as a witness due to being subpoenaed as a crown witness in any court of law and produces a satisfactory statement that he did so report, the Employee will be paid the difference between pay for the regularly scheduled shift on that date at his applicable rate of pay and the jury duty pay or witness pay and/or conduct money received by the Employee for that day. The Company reserves the right to petition for the exemption of an

Employee from such duty upon the conditions provided for under the *Juries Act, R.S.O. 1990, c. .1.3.*

Bereavement Leave

19,05

An Employee shall be entitled to up to three (3) days paid bereavement leave in the case of the death of an immediate family member, defined as father, mother, sister, brother, sister-in-law, brother-in-law or relative permanently residing in the employee's household or with whom the employee resides.

(ii.) In case of death of spouse, common-law spouse or partner or child or step-child an employee would be entitled to up to five (5) days bereavement leave.

19.06 An Employee shall be entitled to up to two (2) days paid bereavement leave in the case of the death of his grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, or his spouse 's/partner' s grandparents.

19.07 Paid bereavement leave entitlement shall normally apply only from the day of death to the day following the funeral for the deceased. In cases where an Employee travels outside the District of Thunder Bay to attend the funeral of a family member, he shall be entitled to an additional day of paid bereavement leave to allow time to travel back to the Lac des Iles mine site.

19.08 If requested, additional bereavement leave may be granted without pay.

19.09 Paid bereavement leave shall be calculated by multiplying the number of regularly scheduled hours absent from work by the Employee's regular hourly rate of pay.

19.10 An Employee shall notify the Camp Manager or designate as soon as possible following the death of a family member if he is eligible for bereavement leave and will therefore not be reporting for regularly scheduled shifts.

19.11 If the death of a family member occurs while an Employee is on vacation, he will be paid bereavement leave for the days that, but for his vacation, he

would have been scheduled to work, and his scheduled vacation shall be extended by the number of days for which bereavement leave is paid.

### Other

19.12 After completing his probationary period and with the Company's consent in writing, an Employee may obtain a leave of absence, without pay, when in the Camp Manager's opinion after reasonable and fair consideration, circumstances warrant it and site conditions permit.

19.13 When a request for an unpaid leave of absence is made more than one work rotation in advance, the Company will provide its answer at least one week before the date the requested leave is to commence.

## ARTICLE 20 — WAGES & BENEFITS

20.01 Employees shall be paid the applicable wage rates as shown in Appendix "A" attached to and forming part of this Agreement.

20.02 An Employee transferred or temporarily assigned for periods of one (1) full shift or longer to a classification with a higher rate of pay shall receive the higher rate of pay for all hours worked while so assigned. An Employee transferred or temporarily assigned to a classification with a lower rate of pay shall continue to receive the rate of pay for his regular classification.

20.03 Wages shall be paid bi-weekly by direct deposit to the Employee's choice of financial institution.

20.04 An itemized statement of hours worked, earnings and deductions shall be provided to each Employee.

20.05 When an Employee is laid off or terminated, the Company shall pay the Employee at the end of the next regular pay period, all wages earned by the Employee, net of authorized and statutory deductions.

### Sick Leave

20.06 One sick day per calendar year subject to being authorized off work by either the LDI nurse or ECC manager or designate. (For clarity an employee



currently on payroll or hired during the calendar year shall be eligible for the sick day for that calendar year)

### Group Insurance

20.07 The Company has established a group insurance program to provide group health and other benefits for its eligible employees.

20.08 Subject to the eligibility requirements of the group policy, a Full-time Employee who has completed his probationary period is eligible to participate in the Company's group insurance program.

20.09 With respect to group benefits provided by the Company through an insurance policy, the parties to this Agreement are bound by the terms of the insurance policy purchased to support the benefits. Any and all disputes with respect to eligibility to participate in the program or eligibility to receive benefits must be resolved under the resolution processes in the insurance policy.

### ARTICLE 21— UNIFORMS AND PPE

21.01 Where the Company requires an Employee to wear a uniform, the Company will provide and the Employee shall wear the uniforms provided.

21.02 Where the nature of the work or working conditions requires an Employee to wear Personal Protective Equipment (PPE), the Company will provide and the Employee shall wear or use the PPE which is determined by the Company as required to safely perform the work.

21.03 It shall be the responsibility of the Employee to care for the uniforms and PPE issued, and to return all uniforms and PPE to the Company upon termination of his employment.

### ARTICLE 22 — STEELWORKERS HUMANITY FUND

22.01 The Steelworkers Humanity Fund is a charitable organization, which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.

22.02 The Company agrees to deduct one dollar (\$1.00) each pay period from the wages of all Employees and prior to the 15th day of the following month remit the amount deducted to the "Steelworkers Humanity Fund" at the National Office of the union, 8th Floor, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.

22.03 The Company agrees to provide the Humanity Fund with the names of all Employees for whom deductions have been made, together with the amount deducted. The Company agrees to report the amount of an Employee's contribution on his annual T-4 as a charitable contribution.

22.04 It is understood and agreed that participation by in the program of deductions for the Humanity Fund may be discontinued by an Employee by providing written notice to both the Company and the Local Union.

### **ARTICLE 23 — CONTRACTING**

23.01 It is the Company's intention and desire to manage its business in a manner that provides continuous employment for Employees at the Lac des Iles mine site. The Company will not use contractors for the sole purpose of reducing the number of Employees within the bargaining unit.

### **ARTICLE 24 — NO STRIKE OR LOCKOUT**

24.01 In view of the orderly procedures established by this Agreement for settlement of disputes and handling of grievances, the Union agrees that during the life of this Agreement, neither the Union nor any Employee(s) shall in any way, declare, encourage, authorize or engage in any strike, sit-down, or any suspension of work of any kind, and the Company agrees not to lock-out its Employees. The terms "strike" and "lock out" shall have the same meaning as provided for under the *Labour Relations Act, S.O. 1995, c. 1, Schedule. A*, as amended.

**ARTICLE 25 — BULLETIN BOARDS**

- 25.01 A bulletin board will be provided by the Company for the posting of Union Notices respecting the business of the Local provided that notices or postings that are offensive, in poor taste, designed to ridicule, have sexual connotation, or which are of a character designed to damage or impugn the reputation of any person shall be removed.

**ARTICLE 26 — COMPLETE AGREEMENT**

- 26.01 This Agreement is the complete and entire agreement between the parties and supersedes or replaces any past practices contrary to the terms of this Agreement.

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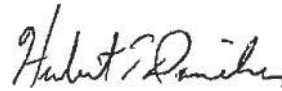
**ARTICLE 27 — DURATION**

- 27.01 This Agreement shall be effective from February 22, 2012 and remain in force to April 30, 2014.
- 27.02 This Agreement shall automatically renew itself from year to year unless notice is given by one party or the other not more than one hundred and twenty days (120) and not less than sixty (60) days prior to the expiry or anniversary date of its expiry, of a desire to amend this Agreement.
- 27.03 If one party gives notice to the other in accordance with paragraph 27.02, the parties agree to commence negotiations for renewal or amendment of the Agreement within thirty (30) days of such notice being given.
- 27.04 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the provisions of the *Labour Relations Act, S.O. 1995, c.1, Sched. A* until either party is in a lawful strike or lock-out position.
- (Th

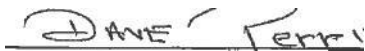
In witness whereof the parties hereto have executed this agreement on this 14 th day of February AD 2013.

**Signed on behalf of the  
Company**

**Signed on behalf of the  
Union**



Richard Sheppard

  
Dave Perry

Glenn Simmons

tv.

Kim Campbell

Jason Thetrault

APPENDIX A

## Wages

Classification	Current	At Ratification (Retroactive to May 1, 2011)	April 1, 2012	May 1, 2013
Head Cook	\$18.00	\$18.50	\$19.50	\$20.00
Baker	\$18.00	\$18.50	\$19.50	\$20.00
Second Cook	\$14.00	\$14.50	\$15.50	\$16.00
Third Cook	\$13.00	\$13.50	\$14.50	\$15.00
General Help	\$12.00	\$12.50	\$13.50	\$14.00
General Help (GF)	\$13.00	\$13.50	\$14.50	\$15.00

NOTES:

1. Wage rates shown are base hourly wages. Earnings are calculated in accordance with Articles 16-20 of this Agreement.
2. General Help (GF) is a separate classification for one (1) employee who, as of the date of ratification of this Agreement, had over eight (8) years of service with the Company. These rates are applicable to the (1) employee only during the term of this Agreement.
3. For Employees employed at the date of ratification of this Agreement, wage rates only shall be retroactive to May 1, 2011. All other benefits and terms become effective on the date of ratification of this Agreement.

## **General Help and Third Cook Vacancies**

To: Steelworkers Local 9422-1

Dear Sirs:

### Letter of Understanding — General Help and Third Cook Vacancies

Paragraph 13.04 of this Agreement states that "When a vacancy occurs in a classification other than General help or Third Cook or a new position is created within the bargaining unit in a classification other than General Help or Third Cook, and the Company decides to fill such vacancy or new position, it shall be posted internally for a period of eight (8) days, during which time applications may be received".

The Company recognizes that Employees in the General help classification may have an interest in General Help or Third Cook positions and/or shifts and/or work assignments other than those to which he has been assigned.

To facilitate mobility within the General help classification based on an Employee's specific interest, the Company will implement a policy and procedure whereby Employees in the General Help classification may indicate, at the date of ratification of this Agreement and/or at the time of hire or at any other time whether there are other positions such as but not limited to Third Cook or General Help assignments of Kitchen, Housekeeping, Bus Driver, Cleaner, Laundry and other General Help assignments as may be determined and/or shifts and/or shift assignments that he is interested in being assigned if a vacancy occurs. Thereafter, it will be the responsibility of the Employee to advise the Company, in accordance with the stated policy and procedure, if his interests change.

When a vacancy occurs in the positions of Third Cook or General Help assignments of Kitchen, Housekeeping, Bus Driver, Cleaner, Laundry and other General Help assignments, the Company will determine if other Employees in the General Help classification have expressed an interest in the vacant position and/or shift, and/or work assignment and, if so, will award the position and/or shift and/or work assignment to the senior interested Employee, provided that the Employee meets all the qualifications of the position.



East Coast Catering Limited

**Non-Scheduled Overtime**

To: Steelworkers Local 9422-1

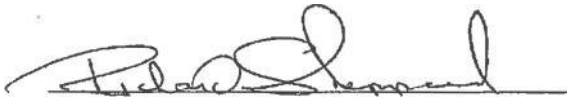
Dear Sirs:

Letter of Understanding — Non-Scheduled Overtime

Paragraph 16.15 of this Agreement states that "Non-scheduled overtime shall be offered equitably in rotation to Employees who are then currently qualified to perform the work and who have expressed an interest in working non-scheduled overtime".

The Company will implement a policy and procedure whereby all Employees will indicate, at the date of ratification of this Agreement and/or at the time of hire, whether they are or are not interested in working non-scheduled overtime. Thereafter, it will be the responsibility of the Employee to advise the Company, in accordance with the stated policy and procedure, if his interests change.

The rotation of non-scheduled overtime will be based on the listing maintained by the Company from these records.



East Coast Catering Limited

**Group Insurance Benefits**

To: Steelworkers Local 9422-1

Dear Sirs:

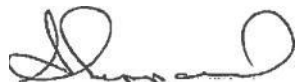
Letter of Understanding — Group Insurance Benefits

The Company has established a group insurance program to provide group health and other benefits for its eligible employees.

Benefit limits and/or coverage is set by the terms of the applicable insurance policy. Insurance premiums are set by the insurer for each benefit type based on the claims experience of all employees participating in the group insurance program sponsored by the Company.

During the term of the Agreement, unless otherwise agreed to in writing by the Union, the Company agrees to maintain the current cost sharing arrangements, as follows:

	Company	Employee
Employee Life	100%	
Dependent Life	100%	
Accidental Death and Dismemberment	100%	
Medical (single coverage for Employee)	100%	
Dental (single coverage for Employee)	100%	
Long term Disability		100%
Medical (family coverage)		100%
Dental (family coverage)		100%



East Coast Catering Limited



**Meals and Accommodations**

To: Steelworkers Local 9422-1

Dear Sirs:

**Letter of Understanding — Meals and Accommodations**

During the term of this Agreement, unless otherwise agreed to in writing by the Union, the Company will:

1. Provide on-site meals at no cost to the Employees; and
2. Ensure that commercial arrangement with **LDI** provides on-site accommodations at no cost to Employees.

Provision of on-site accommodations shall, at all times, be subject to compliance with LDI's General Site Rules and Human Resource Policies.

A handwritten signature in black ink, appearing to read "Richard Allan", written over a horizontal line.

East Coast Catering Limited