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COLLECTIVE AGREEMENT

BETWEEN

LABRADOR CATERING LIMITED PARTNERSHIP

AND

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UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS) AND ITS LOCAL 9508

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ARTICLE 1 – GENERAL PURPOSE

- .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. In the interests of industrial peace between the Company and the Union, we agree to abide by and observe the terms and conditions of this Agreement.
- .02 ‘Employee’ or ‘employees’ means the employees of the Company in the bargaining unit covered by this Agreement pursuant to Article 2.01 of this Agreement.
- .03 ‘Union’ means United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 9508, its local, union executive and other duly authorized representatives.
- .04 The “Company” or the “Employer” means Labrador Catering Limited Partnership.
- .05 IBAs

The Employer is party to Impacts and Benefits Agreements (the “IBAs”) with, respectively, the Nunatsiavut Government, formerly Labrador Inuit Association (hereinafter referred to as “Labrador Inuit”) and the Innu Nation (hereinafter referred to as “Labrador Innu”). Edited versions of the IBAs have been disclosed to the Union. The parties agree that the versions of the IBAs, as disclosed to the Union, shall be given precedence over this Agreement.

The IBAs do not limit either the Union’s authority as bargaining agent for all employees in the bargaining unit covered by this Agreement, or the authority of an arbitrator appointed under this Agreement or governing legislation. The Union retains the right to file grievances and pursue them to arbitration in accordance with this Collective Agreement.

The IBAs with Labrador Inuit and Labrador Innu do not form part of this Collective Agreement.

The Employer shall save the Union harmless from any lawsuits, applications or claims of any kind arising from the Employer’s application or interpretation of the IBAs provided that the Union does not take any position that is contrary to the IBAs in any lawsuits, applications or claims of any kind.

.06 ADJACENCY

The Adjacency Principle shall be given precedence over this Agreement. For the purposes of this Agreement, after the IBA commitments have been met, the "Adjacency Principle" commits the Owner and its Contractors to employ and/or promote qualified individuals in the following order:

Residents of Labrador;

Residents of the Island of Newfoundland; and

Other residents of Canada.

Accordingly, where there are two or more equally qualified applicants for employment or promotion, preference shall be given to the applicant who ranks higher on the residency status list above.

For the purposes of this provision, a Labrador resident is a person who has been resident in Labrador for a period of six (6) months prior to commencement of employment with the Employer for work at the site, and Newfoundland and Canadian residents shall be defined similarly.

ARTICLE 2 – RECOGNITION

- .01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of Labrador Catering employed at the Voisey's Bay Site, Province of Newfoundland and Labrador, save and except managers, non working supervisors and those above the rank of Chef pursuant to the certification order of the Labour Relations Board dated June 26th 2008

.02 Work of the Bargaining Unit

Managers and non working supervisors 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 3 - NO DISCRIMINATION OR HARASSMENT

- 01 (i) The Employer, employees and the Union agree to be bound by the Newfoundland and Labrador Human Rights Code, which protects against discrimination on such prohibited grounds as age, race, religion, religious creed, political opinion, colour or ethnic, national or social origin, sex, sexual orientation, marital status, physical disability or mental disability.
- (ii) The parties agree that violations of this provision shall be processed under the Human Rights Code and shall not be subject of the Grievance and Arbitration provisions of this agreement.
- 02 There shall be no discrimination by the Company or the Union or its members against any 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.
- .03 The parties endorse a workplace environment, which is free from any form of sexual harassment. For the purpose of this clause, sexual harassment means:
- (1) Unwanted sexually oriented attention, remarks or behaviour of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted.
 - (2) Implied or expressed promise of reward for complying with a sexually oriented request.
 - (3) Implied or expressed threat or reprisal, in the form of, either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

ARTICLE 4 – MANAGEMENT RIGHTS

- .01 It is the exclusive function of the Company, among others, 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; work methods and means of operation.
- 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.
- 03 It is specifically agreed that management has the right to reassign for operational flexibility in a fly-in / fly-out remote site and therefore an employee temporarily transferred or assigned to a position whether inside the bargaining unit or another bargaining unit on site at the request of the Employer:
- (1) with a higher rate of pay shall receive the higher rate for the duration of the work assignment, and
 - (2) with a lower rate of pay shall continue to receive his/her regular hourly rate for the duration of the work assignment.

ARTICLE 5– UNION SECURITY

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

- 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: Mail to 236 St. George St., Suite 318, Moncton, New Brunswick, E1C 1W1.
- 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.
 - (3) This information shall be sent to both Union addresses identified in Article 5.02 above, in such form as shall be directed by the Union to the Company.
- .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.
- .05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

- 01 The Company reserves the right to discipline employees for just cause.
- 02 The Company agrees that when an employee is to be disciplined and/or discharged, she/he may request to be accompanied by his Shop steward and an interpreter at employee request. An employee shall suffer no loss of pay or other benefits while attending meetings under this Article.

- 03 Any written warning, suspension or discharge given to any employee shall be given in writing, in duplicate, within seven (7) Goose Bay office business days of it being determined by the Company that there has been an infraction warranting discipline.
- 04 A discharged employee may contest his discharge as being in violation of this Agreement provided the written grievance is filed within seven (7) days of the date of discharge, or such further period as the parties may agree in writing. Such grievance shall be presented at the Manager's level and a meeting convened within three (3) days after the grievance is received and a management representative shall give his decision in writing to the Local Union within three (3) days from the date of the meeting. If the decision is unsatisfactory, the Local Union may, within thirty (30) days after the decision is given, refer the grievance to arbitration and it shall be heard pursuant to the provisions of Article 8 within thirty (30) days of the reference to arbitration given by the Local Union unless delayed due to the schedule of the Arbitrator or for just cause by one of the parties, if mutual agreement cannot be reached with the arbitrator for a date to commence the hearings.
- 05 The record of any disciplinary action on an employee's file shall not be referred to and used against an 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.
- .06 An employee, upon request, will be permitted to review his/her employment record but he/she shall not remove any material from such record nor in any way attempt to alter the record except through the grievance procedure.
- .08 The parties recognize that the Owner has published 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.
- .09 Should the Owner conclude that a Zero Tolerance General Site Rule has been violated it is understood that the Owner may request that an employee of the Company leave site or be denied access in which event the employee may protest her/his removal from site or the refusal to allow her/him access and may refer the matter to arbitration under the accelerated process in Article 8.10.

ARTICLE 7 – GRIEVANCE PROCEDURE

- .01 Only matters relating to or involving the interpretation, application, or administration of any provision of this Collective Agreement, or a violation or alleged violation of this Agreement, may be the subject of a grievance.
- .02 It is the preference of both parties that grievances be adjusted as quickly as possible and without resort to the formal grievance and arbitration procedure. It is also the intention of both parties to have the appropriate representatives engaged in the applicable stage of the grievance process to endeavour to settle the grievance.
- .03 The employee shall discuss with his/her supervisor the nature and subject matter of the complaint within six (6) days of the occurrence of the event giving rise to the complaint, with a Shop steward present if requested by the employee. The supervisor shall give a decision within four (4) days of the matter being raised.

If the matter remains unresolved, the employee and/or Shop steward shall address a grievance according to the following process:

- (1) If, after registering the complaint with the Supervisor and it is not settled as outlined above, the grievance shall be submitted in writing to the Manager (or acting designate in Manager's absence) either directly or through the Union within twelve (12) days of the occurrence of the event giving rise to the grievance. The Manager shall meet with the shop steward and employee within five (5) days of the receipt of the grievance in an attempt to resolve the grievance. The Manager shall within a further five (5) days answer the grievance in writing and return it to the Union.
- (2) If, after registering the grievance with the manager and it is not settled as outlined above, the grievance shall be submitted to the General Manager or his acting designate within a further five (5) days and a meeting may be held in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The General Manager shall within a further five (5) days give his decision in writing to the Union.

- .04 If, after registering the grievance with the general manager and it is not settled as outlined above, then the grievance may be referred in writing to arbitration as provided in Article 8, Arbitration, at any time within thirty (30) days of the General Manager's written decision to the Union.
- .05 Both parties shall agree to a single arbitrator within five (5) days of the referral to arbitration, or one of the parties or both may apply within a further (5) days to the Minister of Employment and Labour Relations to appoint one as per the *Labour Relations Act*.
- .06 With respect to grievances, the reference to "day" above shall mean the Goose Bay office working day(s) of the Company employee or Management as applicable) referenced in the applicable stage of the procedure above. In all other cases, it shall mean calendar days.
- .07 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance must be handled as a Group Grievance and presented to the Manager at that stage (7.03 (2)) in the grievance procedure but in no event not more than six (6) days from the occurrence of the event giving rise to the complaint.
- .08 The Union shall have the right to initiate a policy or grievance of a general nature; a grievance may also be filed by the Company. Such grievances shall be filed at the General Manager's level (Local Union President in the case of a Company grievance) and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances beyond the level of submission (7.03 (2)).
- .09 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the grievance procedure, including arbitration. The time limits provided in this Article may be extended only by mutual agreement between the parties in writing.
- .10 During the grievance procedure, the parties may consult with and obtain information from necessary witnesses and relevant records as it relates to the subject matter of the grievance in an effort to resolve the grievance.

ARTICLE 8- ARBITRATION

- .01 When either party to this Agreement requests that a grievance be submitted for arbitration, it shall make such request in writing addressed to the other party to this Agreement.
- .02 All correspondence between the parties with respect to grievances and arbitration shall be delivered in person, by mail or facsimile, and/or to an agreed upon designated e-mail address.
- .03 The arbitrator shall endeavour to commence hearing the grievance within thirty (30) calendar days of his appointment and shall endeavour to issue the award within thirty (30) calendar days of hearing completion unless such time limits are waived by both parties at the Arbitration hearing.
- .04 The decision of the arbitrator on the matter at issue shall be final, binding and enforceable on both parties.
- .05 The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions in any respect or make any decision inconsistent with this Agreement.
- .06 Each party shall pay its own costs and the fees and expenses of its witnesses. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- .07 Arbitration hearings will be held at Goose Bay unless otherwise mutually agreed.
- .08 Time limits under this Article may be extended only by mutual consent in writing of both parties.
- .09 Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance, or, where the parties agree, the matter may be referred to the Provincial Preventive Mediation program. Additionally, an arbitrator may act as a mediator prior to the commencement of a hearing with the agreement of both parties. Both parties will equally share the cost of the mediator. It is agreed that information exchanged and attempts to settle shall be without prejudice and shall not be referred to at arbitration. Both parties retain access to the complete arbitration process where either party does not agree to the mediation. Should an Arbitrator

selected by the parties fail in an attempt to mediate a grievance by agreement of the parties and that mediation fails the Arbitrator shall not proceed to hear the grievance and a new Arbitrator must be appointed.

.10 Expedited Arbitration

The Expedited Arbitration Procedure can only be used by mutual agreement of the parties to the Collective Agreement.

Grievances referred to expedited arbitration must be scheduled to be heard within thirty (30) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.

The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

The purpose of developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise and should include a comprehensive opening statement.

Where practical, hearings are to be held in Company or Union facilities to reduce costs. The parties agree that lawyers will not be used to represent either side. The Local Union shall appoint one of its officers or the Union staff representative to represent the grievor, and the Company shall appoint of the management staff or another person to represent the Company.

All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding.

Whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief summary of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing. When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief summary of the reasons. The arbitrator must render the written decision as soon as possible, but at all times, within ten (10) days of the date of the hearing. The award in written form should be a one to two page award setting out briefly the reasons for the decision.

Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.

- .11 Notwithstanding the above the parties shall choose an arbitrator in rotation from the following list of arbitrators:

Mr. David Alcock;

Mr. James Oakley;

Dr. John Scott.

If the arbitrator chosen in rotation from the agreed list is not available for a hearing within sixty (60) days or such longer period as is mutually agreed upon by the parties, then he/she will be replaced by the next person on the list.

- .12 If none of the arbitrators are available within a reasonable period of time, the parties may attempt to agree to use the first one that is available unless another arbitrator can be agreed upon who is prepared to meet within a reasonable period of time

ARTICLE 9—PROBATIONARY EMPLOYEE

- .01 The probationary period shall normally be for a period of three (3) months consisting of at least three (3) consecutive worked rotations, and may be extended upon request of the Company for up to an additional three (3) consecutive worked rotations, which consent will not be unreasonably denied.
- .01 The Employer, Union and employee may mutually agree to extend the probationary period for an agreed upon period.
- .02 Upon successful completion of the probationary period, the employee's seniority shall be determined and shall include the probationary period.
- .03 The Employer 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 Employer shall not be subject to the grievance and arbitration procedure.

ARTICLE 10– HEALTH, SAFETY & WORKPLACE ENVIRONMENT

General

- .01 The Company and Union acknowledge their common interest for maintaining a health 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.
- .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.
- .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.
- .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.

JOSHE Committee

- .05 A Joint Occupational Safety, Health, and Environment (JOSHE) Committee will be established in accordance with the *Occupational Health and Safety Act* for the Province. For the purposes of this Article, reference to environment shall mean the occupational health and safety issues in the workplace environment.
- .06 The JOSHE Committee 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 meetings is to be considered time worked. The Union agrees that it will where possible appoint a member from the INNU or INUIT employees employed by the Company at the site.
- .07 The Committee shall meet monthly, and at such other times as are agreed. The Committee will be provided monthly with a summary of injuries and

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

- .08 A Union member of the Committee is entitled to accompany the Inspector from the Health and Safety Division of the Government of Newfoundland and Labrador on his/her inspection of the Employer's workplace. Time spent is to be considered time worked.
- .09 In making any changes affecting employees with respect to either the Health and Safety Program or a Personnel Protective Program, such changes will be discussed with the Health and Safety Committee in order to give the Committee an opportunity to review the changes and make suggestions for revisions.

ARTICLE 11- LEAVES OF ABSENCE

.01 Sick Leave

Employees who are sick and unable to work will be permitted up to five (5) paid, non-cumulative sick days per year. Up to three (3) of those sick days may be used for an employee to attend a specialist physician appointment that cannot be scheduled on the employee's rotation out from the site.

When a claim for paid sick leave occurs on the day an employee's air transportation leaves his/her point of departure en route to the site then that day and all subsequent days absent from work will be charged against his/her sick leave accumulation unless the employee informs his supervisor of his/her fitness to return to work and travels to his/her normal pick-up point (unless directed to an alternate pick up point) Provided that unavailability of air transportation for reasons of mechanical breakdown of the aircraft, unavailability of space, or adverse weather preventing departure from the pickup point will not be charged against sick days if the employee reports for the flight, In such circumstances the travel letter attached hereto will apply.

Employees shall under no circumstances receive more than 12 hours pay per day under this clause and for periods of illness of less than a full shift on site the deduction shall be equal to the hours missed from work station.

The Employer reserves the right to require an acceptable medical certificate for any period of sick leave. While at the worksite an employee must first be certified as sick by the medic before being entitled to such sick leave.

11.02 Union Leave

Upon written request by the Union to the Manager at least one (1) week in advance and subject to available 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 arbitrarily denied.

11.03 Pregnancy, Parental and Adoption Leave

Labrador Catering Limited Partnership will grant Pregnancy, Parental and Adoption Leave of Absence in accordance with applicable legislation.

In the event that an employee is unable to perform or return to the normal duties of her job owing to either a pregnancy or delivery related illness, and this is confirmed by a medical report satisfactory to the Company's medical representative, the Company will endeavour to find employment suitable in accordance with the medical advice.

The Company may grant an extension of unpaid leave of absence for a further period of up to six (6) months upon request by the employee.

11.04 Election Leave

Upon written request by the individual concerned, 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.

11.05 Jury Duty and Crown Witness

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/she did so report, the

employee will be paid the difference between pay for the regularly scheduled shift on that date at the employee's 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 Jury Act.

The employee will notify the Employer immediately upon receiving any subpoena.

11.06 Bereavement Leave

A maximum bereavement leave of absence of five (5) consecutive calendar days, including the day of the funeral, will be granted to an employee upon a death in the employee's immediate family. Where any such day occurs on a regularly scheduled working day for the employee, the employee shall be paid on the basis of the standard number of hours which otherwise would have been worked at the employee's applicable rate of pay. To qualify for bereavement leave, the employee shall notify his or her supervisor as soon as possible following the event of bereavement but not more than two days following the event. The employee will travel out from site and/or to site, as applicable, at the earliest opportunity. "Immediate family" shall mean mother, father, spouse, spouse's parents, son, daughter, sibling, grandmother, grandfather, and grandchild. Bereavement leave shall be three (3) consecutive days, including the day of the funeral upon the death of the employee's spouse's brother or sister or brother-in-law or sister-in-law. If the death in the immediate family occurs and the bereavement leave begins while the employee is on vacation, the employee will be allowed to extend his vacation in an amount equal to the number of bereavement days during such vacation. This clause shall not require the payment of bereavement leave for any period of leave (including ordinary rotation) during which the employee would not have been scheduled to work.

11.07 Individual Employees, after the probationary period and with the Company's consent in writing, may obtain a leave of absence, without pay, when in the Supervisor's opinion, conditions warrant it and site conditions permit.

ARTICLE 12—SENIORITY

- .01 Seniority shall mean length of service from the first day of work with the Employer, upon successful completion of the probationary period. In the event two or more employees have the same seniority start date, it shall be determined by employee payroll number first alphabetically and if having the same three first letters then numerically with the lowest number being more senior.
- .02 The seniority list will be posted on the 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.
- .03 An employee shall forfeit his seniority and be removed from the seniority list and be considered terminate for the following reasons:
 - (1) the employee voluntarily terminates his employment;
 - (2) the employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure;
 - (3) the employee is recalled to work from layoff and does not return to work within five (5) calendar days, or fourteen (14) days if employed elsewhere, of telephone notice or of when the notice would have been delivered to the last known address;
 - (4) the employee fails to return to work upon expiration of a leave of absence granted by the Company or any mutually agreed upon extension; or
 - (5) the employee is laid off in excess of thirty-six (36) months.

Filling of Vacancies

- .04 When a vacancy occurs or a new position is created within the bargaining unit, and the Company decides to fill such vacancy or new position, it shall be posted internally for a period of sixteen (16) calendar days, during which time applications may be received. These provisions do not apply to job progressions.

- .05 The Company shall award the position to the candidate meeting the Standards for the position in the Order of Preference. Where the preference status of candidates is equal, the senior employee shall be awarded the position.
- .06 The standards established by the Employer for the position shall include qualifications, work experience, skill, ability, and training.
- .07 The Order of Preference to be followed in awarding positions to candidates meeting the standards for the position is as follows:
 - (1) Innu and Inuit candidates who are members of the Labrador Catering Limited Partnership bargaining unit;
 - (2) Innu and Inuit external candidates who are employed at the Voisey's Bay site (new hire);
 - (3) Innu and Inuit candidates who are external applicants (new hire);
 - (4) Labradorian candidates who members of the Labrador Catering Limited Partnership bargaining unit;
 - (5) Labradorian external candidates who are employed at the Voisey's Bay site (new hire);
 - (6) Labradorian candidates who are external applicants (new hire);
 - (7) Other candidates who are members of the Labrador Catering Limited Partnership bargaining unit;
 - (8) Other external candidates who are employed at the Voisey's Bay site (new hire);
 - (9) Other candidates who are external applicants (new hire).

For greater certainty, persons who occupy preference status (2, (3), (5),(6),(8) and (9) and who are identified above as "new hires" shall enter this bargaining unit as new employees and shall not be entitled to seniority credit for time they may have spent in other Steelworker bargaining units.

- .08 Competency training to expand an employee's work scope within a job progression will be offered at each progression level in Order of Preference within the bargaining unit, subject to the employee being able to perform the work required.

- .09 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/she shall return to his/her 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/her 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/her 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

- .10 Layoffs shall be done by classification beginning with the most junior employee in the classification. Such layoffs shall be done in reverse Order of Preference within the Bargaining Unit. Where the preference status of the affected employees is equal, it shall be done in reverse order of seniority.
- .11 All layoffs are subject to the requirement that the remaining employees have the qualifications, work experience, skill, ability, and training to perform the work.
- .12 The employee to be laid off may elect to bump the most junior employee in the lowest paid Tech level, 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;
 - (2) the employee is more senior; and
 - (3) it does not violate the Order of Preference within the bargaining unit.

The displaced employee will be laid off.

- .13 Recall shall be done according to the Order of Preference within the bargaining unit and where preference status of the employees to be recalled is equal; it 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.

- .14 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 their last known address. It is the responsibility of the employee to keep the Company informed of his/her current address and telephone number. When recalled by mail the employee must contact the human resources administrator of the Company 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 human resources administrator of the Company.
- .15 An employee who refuses a recall to work full time in his original position shall be deemed to have resigned voluntarily, shall lose his/her seniority and his/her name shall be removed from the seniority list.

ARTICLE 13- PROMOTIONS OUTSIDE THE BARGAINING UNIT

- .01 Any employee promoted to a Labrador Catering Limited Partnership position outside the bargaining unit shall maintain his/her seniority for a period of up to six (6) months cumulatively in any eighteen (18) month period, during which he/she shall continue to pay Union dues. If the employee returns to the bargaining unit within that period, he/she 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 14- HOURS OF WORK

- .01 The 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 to be a guarantee neither as to the hours of work per week, nor as to working schedules, which shall be determined by the Company.
- .02 In the event the Company changes the operational requirements that impact on the normal hours of work, then the hours of work and schedule may be revised and shall also be used to determine the threshold for payment of overtime.

.03 Based on the current schedule, employees work a 168-hour rotation normally comprised of twelve (12) hours a day.

.04 Breaks and Meal Periods

(1) All employees will be given two (2) breaks and one (1) meal period during each shift not to exceed one (1) hour; this one (1) hour does not include reasonable travel and wash-up time which will be kept to a minimum. All workers will be provided a suitable place with washroom facilities determined and approved by the Employer in order for them to take their breaks and meals. The break time will be approximately 1/4 and 3/4 of the way through their shift; their meal period will be approximately 1/2 way through their shift, with some reasonable allowance for maintaining operations.

(2) Any employee not able to, due to the nature of the job as determined by the Employer, take their break or meal period, or any employee asked and agreed to work through these times, will be paid at the overtime premium for that time.

(3) Break and meal periods scheduled during an employee's shift, including related travel and wash-up time, will be considered worked time.

(4) Time worked will be calculated in units by rounding up to the next one-half (1/2) hour.

(5) Where employees are required to work at least two (2) hours beyond their normal 12 hour shift they will be provided a 1/2 hour paid meal break near the end of the normal day.

.05 The schedule may provide for flexible starting times of work. Scheduling of daily working hours shall be made by the Company and may be changed from time to time to suit varying conditions of business, inclement weather and aircraft availability.

.06 Except for Day 1 of the rotation at site, employees are to commence and complete their shift at the Employer's designated work area.

.07 On Day 1 of the rotation at site, employees shall report to work within one hour of security check-in following arrival at site in order to be eligible for regular pay under clause 14.08. Any employee delayed beyond that period for reasons beyond his/her control shall not lose regular pay.

- .08 Based on the current rotation, day shift employees' pay at regular hourly rates shall begin at the scheduled shift commencement for day shift on Day 1 (which also is the travel day into site), and shall continue for the fourteen (14) consecutive scheduled and worked shifts, ending on Day 14.

For night shift employees, regular hours shall begin at the scheduled shift commencement on the night of Day 1 and shall continue for fourteen (14) consecutive shifts, ending on the morning of Day 15. An employee shall be paid a night shift premium of thirty cents (\$0.30) per regular hour worked during his/her scheduled night shift.

If operating conditions require, an employee's day/night shift schedule may be altered by the supervisor during the employee's current rotation. Alterations will be arranged in a reasonable manner and every effort will be made by the supervisor to keep such alterations to a minimum, consistent with operating requirements.

- .09 If an employee, while returning to his/her work rotation from leave, or from his/her rotation out, is detained for any reason beyond the Employer's and Employee's control upon arrival at the Company designated employee pick-up point (eg. inclement weather, aircraft mechanical), the Employer shall pay the employee for all waiting time commencing with the employee's normally scheduled start time at site and thereafter based on the employee's regular daily work schedule. This clause is not operative if the provision of clause 14.07 applies to the employee.
- .10 Night shift employees are entitled to a six (6) hour rest period from security check-in prior to reporting for work on Day 1 for his/her regular rotation.
- .11 For Day 15 when his/her turnaround occurs, any hours required to be worked by the employee following completion of his/her regular rotation at site shall be paid overtime. The Company allows all employees two (2) hours unpaid preparation time to clean up and be at the plane departure point.
- .12 Travel time is not considered time worked, and it is specifically understood that this provision shall not be interpreted to conflict with any express term in this Agreement.

Overtime

- .13 Overtime shall be approved and scheduled by the Employer.
- .14 Overtime shall be calculated in increments of one-half (1/2) hour periods.
- .15 Overtime at the rate of time and one-half (1.5) the employee's regular rate shall be paid for all hours worked in excess of:
 - (1) twelve (12) hours per day;
 - (2) one hundred and sixty-eight (168) hours per two week rotation; and
 - (3) any hours required to be worked by the employee on Day 15 pursuant to Article 14.13 above.
- .16 (a) An employee not given notice prior to arrival on site that they are on night shift will be paid the first shift at the overtime rate.

- (b) An employee required by the Employer to change his/her schedule for the remainder of the rotation from days to nights or nights to days without having eight (8) hours rest between shift change will be paid that first shift at the overtime rate. The employee so required to leave their shift to rest the required eight (8) hours between this shift change will receive their regular base pay for the shift not completed.
- .17 Time worked on a call out shall be paid for work performed at one and one-half ($1\frac{1}{2}$) times his/her applicable hourly rate, or at least four and one half ($4\frac{1}{2}$) hours at his/her hourly rate, whichever is the greater.
- .18 In recognition of an employee's reporting obligations for his/her night shift on Day 1 following arrival at site, the last five (5) hours of the employee's regular night shift on Day 1 shall be paid at the rate of time and one-half the employee's regular hourly rate.
- .19 Scheduled overtime means overtime not resulting from a call-out.

Scheduled overtime shall be offered equitably in rotation to employees who are then currently qualified to perform the work required in their trade skill, or, one of them.

An employee who declines overtime will be deemed to have had that overtime period included in the calculations for the purpose of assessing whether the available scheduled overtime has been distributed "equitably". For this purpose the Employer will maintain a record of scheduled overtime distribution that may be viewed by the Shop Steward on request. Overtime distribution records shall be reviewed monthly by the Employer to monitor equitable distribution and set a priority to those viewed as falling behind. The distribution record shall reset to zero for all employees at the start of each calendar year. On a monthly basis the Union will be provided with the overtime distribution records and the priority list established by the Company.

In the event that all qualified employees indicate a desire not to work a period of scheduled overtime then the Employer may direct those qualified to perform the required work in reverse order of Seniority.

In the event the Employer errs in distribution that would lead to a grievance with an expectation on the part of the Employer that it ought to be accepted or is found to be allowed then the only remedy shall be a remedy in kind consisting of the next overtime opportunity being made available to the individual(s) in question.

Only scheduled overtime shall be subject to this clause, over time such as by call out, the 15th day, night shift on Day 1, shutdown volunteer work overtime, etc shall not be considered scheduled overtime for the purposes of this provision.

A new employee shall be placed on this overtime list as if he/she had the average opportunities for overtime that the group available for overtime have.

- .22 There shall be no pyramiding of overtime or premium pay

ARTICLE 15 - WAGES & BENEFITS

- .01 Employees shall be paid the applicable wage rates as shown in Appendix "A" attached to and forming part of this Agreement.
- .02 Wages shall be paid bi weekly and in accordance with the smoothing practice. (i.e. straight time hours worked divided by 4 with overtime and missed straight time hours added or subtracted in the pay period closest to the applicable event.)
- .03 Employee wages shall be paid by direct deposit to the employee's choice of financial institution.
- .04 A statement of hours worked, earnings and deductions shall be provided to the employee.
- .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, excluding authorized and statutory deductions.
- .06 Cost of Living

A cost of living allowance will, be paid to each employee qualifying as set out below. This allowance will be based on the Consumer Price Index (all items - base: 1992 = 100) published by Statistics Canada (hereinafter referred to as the "CPI") and will be calculated as follows:

- a. The CPI published for December 2010, shall be compared with the CPI published for September 2010, and effective the pay period immediately

following both ratification and the publication of the December 2010 CPI, the allowance shall be one (1) cent per hour worked for each zero point zero seven seven (0.077) point increase by which the December 2010 CPI exceeds the September 2010 CPI.

- b. Such allowance, if any, shall continue until the publication of the CPI for March 2011 at which time the March 2011 CPI shall be compared with the CPI published for December 2010, and effective the pay period immediately following the publication of the March 2011 CPI, the allowance shall be adjusted by one (1) cent per hour worked for each zero point zero seven seven (0.077) point increase by which the March 2011 CPI exceeds the December 2010 CPI.
- c. A similar comparison and adjustment shall be made thereafter on the basis of the CPI published every three (3) months apart as follows:

**FOLLOWING THE
RELEASE OF
THE CPI FOR:**

**BASED ON THE
COMPARISON OF:**

June 2011	March 2011 with June 2011
September 2011	June 2011 with September 2011
December 2011	September 2011 with December 2011
March 2012	December 2011 with March 2012
June 2012	March 2012 with June 2012
September 2012	June 2012 with September 2012
December 2012	September 2012 with December 2012
March 2013	December 2012 with March 2013
June 2013	March 2013 with June 2013
September 2013	June 2013 with September 2013
December 2013	September 2013 with December 2013
March 2014	December 2013 with March 2014

June 2014	March 2014 with June 2014
September 2014	June 2014 with September 2014
December 2014	September 2014 with December 2014

- a. Wage rates effective February 1, 2012, February 1, 2013 and February 1, 2014, will be increased by any Cost of Living Allowance in effect on those dates and the Cost of Living Allowance will be reduced by the same amount
- b. If there is a decrease in the CPI on the basis of the quarter to quarter comparison, the allowance shall be adjusted downward by using the formula mentioned above but an employee's applicable hourly rate shall not be affected by any downward adjustment.
- c. No adjustment retroactive or otherwise shall be made due to any revision which may later be made in any Consumer Price Index published by Statistics Canada.
- d. The continuance of the cost of living allowance shall depend upon the availability of the CPI calculated on its present basis and in its present form. Should this occur, the parties will meet and agree upon an appropriate alternative conversion of the CPI.

.07 Health and Extended Benefits Pension Plans

(1) The Company agrees that during the term of this Agreement, they will continue to, through an insurance scheme; provide group health and other benefits paid 100% by the Company to age 65. The Employer shall continue the current practice of allowing employees, at their sole discretion and cost, to purchase additional coverage as permitted by the Plans.

In all cases respecting group benefits provided by the Company through insurers, the parties hereto are bound by the terms of the policy(s) of insurance purchased to support the benefits. Any and all disputes respect the eligibility for benefits or access to the Plan(s) must be resolved under the resolution processes in the policy(s) of insurance.

Retirement Savings Plan

Within 60 days of the signing of the collective agreement, the employer will amend the current Retirement Savings Plan to allow for:

1. Company contributions payable on behalf of each Employee to 8% of Earnings. (Base Salary)
2. Employee contributions ranging from 2% to 6% of earning, matched by the company. Employees may contribute more than 6% but such amounts will not be matched by the Company

Working on Site Premium

- a. In order to compensate employees for work performed at a northern, remote, fly-in, fly-out operation, a ten percent (10%) Working on Site Premium will be paid for each day and consecutive night period that an employee spends working at the Voisey's Bay Mine and Concentrator site.
- b. The premium will be 10% of the employee's equivalent hourly rate of pay (excluding overtime and any other premiums as provided in the CBA) which is calculated based on his/her annual base salary (i.e. paid as a percentage of the annual base salary only) for the employee's normal work schedule pursuant to Article 14. The premium will also be paid for shifts worked beyond the employee's normal schedule for such events as weather delays at site and extra shifts worked at site, which will be paid in accordance with 15.07a.
- c. The premium will be paid for each vacation day taken as if the employee was at the Voisey's Bay site.
- d. The Working on Site Premium is not considered pensionable earnings.

ARTICLE 16 – HOLIDAYS

.01 The following days are recognized as holidays:

New Year's Day

Good Friday

Family Day

Victoria Day

National Aboriginal Day

Canada Day

Civic Holiday (1st Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

For purposes of calculating hours worked on a holiday, the holiday shall start on the dayshift and run for a twenty-four (24) hour period.

* Family Day shall be in lieu of any additional Statutory Holiday that may be declared by the Province of Newfoundland and Labrador during the term of this agreement. Family Day will be observed on the following dates:

2011 Monday, February 21st

2012 Monday, February 20th

2013 Monday, February 18th

2014 Monday, February 17th

2015 Monday, February 16th

- .02 Employees who work on a designated statutory holiday shall receive, in addition to their regular pay for the shift, one and one-half (1.5) times their regular pay for all hours worked on the statutory holiday.
- .03 Employees who are travelling out on Day 15 or are already on a rotation out from site when a statutory holiday occurs shall receive one (1) days regular pay.
- .04 An employee will not be paid for a holiday if he/she:
 - (1) is on leave of absence without pay;
 - (2) is scheduled to work on a paid 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; or
 - (4) is on layoff.

ARTICLE 17 – UNION ACCESS AT SITE

- .01 Up to two (2) duly authorized staff representatives of the Union shall have reasonable access, upon request, to the Voisey's Bay site for the purposes of adjusting grievances, discussion of disputes and administering the terms of this Agreement. The staff representatives shall notify the Company's human resources representative of his/her intended visit and /or intended meetings with Company officials or Company employees with as much notice as reasonably possible and shall while on site be subject to and comply with all rules of VBNC and the Company. The staff representatives shall contact the Company's human resources representative prior to his or her arrival to make all necessary arrangements for access and shall be subject to travel and accommodation availability as determined by VBNC. The Union agrees and affirms that the duties and productivity of the employees shall not be interfered with or impeded by reason of the staff representatives' presence at the site.

ARTICLE 18 – PERSONAL PROTECTIVE EQUIPMENT

- .01 Where the nature of the work or working conditions requires an employee to have Personal Protective Equipment (PPE), the Employer will provide and the employee shall wear or use the PPE which is determined by the Employer as required to safely perform the work. A list of such PPE provided as required in accordance with this Article is attached in Appendix "B".
- .02 Safety footwear and prescription safety eyeglasses will be reimbursed to a maximum amount of one hundred and fifty dollars (\$150.00) annually for safety footwear and up to one hundred percent (100%) coverage for prescription safety glasses annually, within the range of approved eyewear established by the Company, and, subject to the provision of receipts.
- .03 The Manager's approval is required prior to procurement and replacement of PPE provided by the Company.
- .04 It shall be the responsibility of the Employee to care for the PPE issued, and to return all PPE to the Employer upon termination of his employment.

ARTICLE 19 – ESTABLISHMENT OF NEW POSITIONS IN THE UNIT

- .01 In the event a new position or progression 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 21 – VACATION

- .01 The vacation year is the calendar year, January 1st through December 31st.
- .02 Vacations are granted on a seniority basis.

Vacation requests are to be submitted by the end of November and the vacation schedule posted by the end of December for the coming year. Any vacation requested after the end of December will be done on a first come, first serve basis.

- .03 A copy of the posted vacation schedule will be forwarded to the Union office.
- .04 Vacations with pay are earned by time worked in a calendar year based upon the level of vacation available to an employee based upon service.

Employees' entitlement to earn a period of vacation determined in accord with the following table:

From 1 day of service to 36 months of service 84 hours of pay with 7 days off.

After 36 months of service to 20 years of service 168 hours of pay with 14 days off.

After 20 years of service..... 252 hours of pay with 21 days off.

An employee's vacation pay 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). There shall be no right to take vacation pay and continue to work except in exceptional circumstances required by the Company to maintain service to the owner. .

ARTICLE 23 – STEELWORKERS HUMANITY FUND

- .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.
- .02 The Company agrees to deduct one dollar (\$1.00) each pay period from the wages of all employees in the bargaining unit, 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.
- .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 the employee contribution on the employee’s annual T-4 as a charitable contribution.
- .04 It is understood and agreed that participation by any employee in the program of deductions for the Humanity Fund may be discontinued by an employee after receipt, by the Company and the Local Union, of a written request to discontinue participation from the employee.

ARTICLE 24 – CONTRACTING OUT

- .01 It is the Company’s intention and desire to manage its business in a manner that provides continuous employment for employees at site. The Company will not use contractors for the sole purpose of reducing the compliment of employees within the bargaining unit.

ARTICLE 25 – NO STRIKE OR LOCKOUT

- .01 In view of the orderly procedures established by this Agreement for the settlement of disputes and the 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, nor shall the Company engage in any lockout of employees. The terms “strike” and “lockout” shall have the same meaning as provided for under the Labour Relations Act, RSN 1990, c.L-1

ARTICLE 26 – BULLETIN BOARDS

- .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, have sexual connotation, designed to ridicule or which are of a character designed to damage or impugn the reputation of any person shall be removed.

ARTICLE 27 – AUTHORITY

- .01 United Steelworkers and its officers agree that they have authority from the members of the said Union to enter into this Agreement and agree that this Agreement shall be binding upon its members.
- .02 This Agreement is entered into by the Union on its own behalf and on behalf of all employees.

ARTICLE 29 – COMPLETE AGREEMENT

- 29.01 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.
- 29.02 Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender, unless the context requires otherwise.

ARTICLE 30- INCENTIVE BONUS PROGRAM

This will confirm our agreement with respect to the payment of the new Employee Bonus Plan (Bonus) to employees as set out below.

Employees are eligible to receive, in each year, a Bonus payment up to twenty five percent (25%) of the employees Eligible Earnings.

Within 60 days of signing of the collective agreement the Company and the Union will meet to consult on the development of a bonus plan which shall be based on the Key Performance Indicators of the Company/Employees.

ARTICLE 31 – DURATION

31.01 This Agreement shall be effective from the date of ratification and remain in force to the 28th day of February 2015.

31.02 This Agreement shall automatically renew itself from year to year unless notice is given by one party to the other not more than one hundred and twenty days (120) and not less than ninety (90) days prior to the expiry or anniversary date of its expiry, of a desire to amend this Agreement.

31.03 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 terms of the Labour Relations Act until either party is in a lawful strike / lockout position.

DATED at St. John's, in the Province of Newfoundland and Labrador this 18 ¹
day of February, 2011.

FOR THE UNION

Boyle Bussell

FOR THE COMPANY

Roland Simonsen

Appendix A

WAGES

Hourly Wages for the Classifications listed in Appendix A to be adjusted as follows:

Effective on ratification, roll into the wage rates in effect as of February 28, 2009 COLA adjustments of sixty two cents (0.62) per hour. In addition:

Year 1 twenty cents (0.20) effective date of ratification

Year 2 twenty cents (0.20) effective February 1, 2012

Year 3 twenty cents (0.20) effective February 1, 2013

Year 4 twenty cents (0.20) effective February 1, 2014

The Company will pay a lump sum Retention Bonus of two thousand dollars (\$2000) to employees who return to work as scheduled upon resumption of operations and who remain employed three months following his/her return to work. This Retention Bonus is not considered pensionable earnings

APPENDIX "A"

WAGES

Classification	Current Base Rate	Upon Ratification	March 1, 2012	March 1, 2013	March 1, 2014
Chef	\$23.85	\$24.67	\$24.87	\$25.07	\$25.27
Night Cook/Baker	\$22.85	\$23.67	\$23.87	\$24.07	\$24.27
First Cook	\$22.45	\$23.27	\$23.47	\$23.67	\$23.87
Lead Hand - Kitchen/Housekeeping	\$21.15	\$21.97	\$22.17	\$22.37	\$22.57
Second Cook	\$20.65	\$21.47	\$21.67	\$21.87	\$22.07
Sandwich Maker	\$20.65	\$21.47	\$21.67	\$21.87	\$22.07
General Help	\$20.15	\$20.97	\$21.17	\$21.37	\$21.57

To: Steelworkers Local 9508

Dear Sirs:

During the currency of its commercial contact with VBNC Labrador Catering has access to the transportation system offered by The Owner to its properties at Voisey's Bay. For the current agreement the following understandings will be applied to employees of Labrador Catering.

Weather Delays – If an employee, while returning to site from leave, is detained for reasons of weather or mechanical breakdown upon arrival at the employees designated pickup point, the Company will pay the employee for all waiting time (max 12hours per scheduled day) commencing with the employee's normally scheduled shift start time at Site and thereafter based on the employee's regular daily work schedule until he/she arrives at Site.

EN Route – In the event of delays between a point of origin and the employee's designated Pick up Point the Company will pay the following rates in respect of accommodations, meals and incidentals for employees who reside more than one hundred (100) kilometres from the disembarkation airport:

Meals and Incidentals -- \$25.00 dollars in the event of a delay exceeding four (4) hours; \$ 50.00 dollars in the event of flight cancellation;

Hotel – reimbursement for hotel room to a maximum of \$120.00 per night.

TRAVEL EXPENSES

The Company is required to obtain its air transportation schedules from VBNC which schedules transportation to the mine site. There shall be no cost to the employee for the cost of Transportation from a pick up point and the Mine site. The cost of travel between point of origin (disembarkation other than designated pick up point that a VBNC sponsored flight originates) to a pick up point shall be at the current subsidized rate for such travel.

The amount of the charge back is under discussion between the parties: Currently Company pays skills allowance of 80% of the actual air fare cost from closest airport to residence of employee to Goose Bay (including return) but not exceeding 80% of the St John's to Goose Bay (and return) airfare negotiated and available to employees travelling to site.

Travel Allowance (\$2000) and Northern Allowance (\$3500) will be paid but only to qualified bona fide residents of Labrador only.

RETURN TO WORK AGREEMENT

BETWEEN:

Labrador Catering Limited Partnership

- and -

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union (United
Steelworkers) and its Local 9342

WHEREAS the Union commenced a lawful strike at 12:01 a.m. on August 1st, 2009 (the "strike");

AND WHEREAS the Parties have also concluded a Draft Collective Agreement which, subject to ratification by the Parties' respective principals, will establish a new collective bargaining agreement (the "New CBA") and resolve the strike;

AND WHEREAS the Parties wish to agree to a procedure for the orderly return to work of returning employees and the resolution of all issues between the Parties related to the strike and its conclusion;

NOW THEREFORE contingent upon the ratification of the Draft Agreement, the Parties agree as follows:

1. This Agreement shall be deemed to modify the New CBA where there is any conflict with the provisions of this Agreement during the "Return to Work Period", except where otherwise specified.
2. All employees will be eligible to return to work as quickly as is reasonably possible.
3. The following conditions shall apply during the Return to Work Period unless otherwise specified:
 - (a) Employees will be returned to work at such times during the Return to Work Period as dictated by operational requirements.

- (b) A Return to Work Information Package ("Information Package") will be given to returning employees in person immediately after a positive ratification vote.
- (c) No grievances, complaints or other action shall be filed or processed to arbitration under the New CBA with respect to the Return to Work Period.
- (d) In an effort to expedite a return to normal operations, bargaining unit work may be performed by persons other than members of the bargaining unit, notwithstanding any provisions of the New CBA to the contrary but no bargaining unit employee will be prevented from being returned to work by the end of the Return to Work Period as a direct result of such performance of work. It is the Company's intention however to transition employees back to work at the site in such a manner that services will continue, however employees will not be required to perform his or her duties at the site along with a replacement worker who has been performing work of the bargaining unit during the strike.
- (e) No regular vacation time may be scheduled during the Return to Work Period.
- (f) Returning employees will require medical clearance as a condition to be eligible to return to work. Returning employees must also declare their intention to return to work as instructed by the Company. These returning employees will then be assigned to attend a Return to Work Orientation and Training Session ("Orientation Session") as soon as possible following the date of ratification. For attending the Orientation Session which will be 8 hours per day (including full medicals where required), the returning employee will be paid (8) hours per day at their regular rate of pay, and the following will apply to the Orientation Session process:
- (i) Scheduling of employee's attendance shall be by mutual consent;
 - (ii) Where an employee fails to attend the Orientation Session to which they are assigned or have arranged in accordance with sub-clause (ii) above, the returning employee shall be deemed to have resigned from employment unless the returning employee contacts the Company within fourteen (14) days after the date of ratification and the Company has granted permission.
 - (iii) Returning employees shall return their completed Human Resource Forms as included in the Employee Information

Package, at the Orientation Session to which they are assigned;

- (iv) At the Orientation Session, each returning employee will be provided with notification of the date and time the returning employee shall attend a site specific orientation and training session.
- 4. In recognition of the fact that some returning employees may not be immediately returned to regular duties following ratification, the Company agrees to make a one time special return to work delay payment of two thousand dollars (\$2,000.00), less deductions required by law, to each returning employee who confirms their intention to return to work, and completes the Orientation and Training. The Company will process the payment on the next regular pay after the returning employee returns the required document and completes the Orientation and Training Session.
- 5. Returning employees will attend at site, site specific orientation and training session ("Site Specific Training") during the Return to Work Period in accordance with operational requirements. Returning employees will be paid their regular rate of pay for Site Specific Training.
- 6. Employees will return to their regular schedules following their Site Specific Training.
- 7. Any person who advised the Company of his or her resignation or retirement during the strike shall not be considered to be a returning employee for the purposes of this Agreement.
- 8. Entitlement to the 10% Site Premium will commence upon the employees return to site. The Site Premium is paid on a monthly basis for time spent at the Voisey's Bay site during the previous month.
- 9. For the purpose of seniority under Article 12, an employee's date of hire shall not be changed as a result of the strike. In all other respects, time on strike shall not count towards an employee's service with the Company for reasons including but not limited to pension and any other benefits whatsoever.
- 10. The Union agrees that it, its officers, executives and members shall not condone or engage in any intimidation, reprisal, threats, violence or differential treatment of any kind against any person who performed work for or on behalf of the Company, contractor or other third party in relation to the Voisey's Bay site during the strike or any employee or contractor who returned to work during the strike.

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11. The Company agrees that it, its officers, supervisors and agents shall not condone or engage in any intimidation, reprisals, threats, violence or differential treatment against any Union representative or employee because of the employee's participation in the strike.
 12. It is understood that the application of clause 10 and 11 of this Return to Work Memorandum will apply for the duration of the New Collective Bargaining Agreement.
 13. The Company shall direct the benefit carrier, to reinstate benefit coverage for returning employees effective the date of return to work.
 14. This Agreement is without prejudice or precedent to any future return to work situation or operating circumstance during or after the term of the New CBA.

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DATED at St. John's, Newfoundland and Labrador this 18 day of February 2011.

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Bonel Bussay
For the Union

For the Union

Ricard Shewell
For the Company

For the Company

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