



*Public Service Alliance of Canada*  
*Alliance de la Fonction publique du Canada*



File: 2122-B0005-3

June 24, 2006

To: **All PSAC Members who work at BHP Billiton Diamonds Inc.**

Re: **Ratification of a Tentative Agreement**

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A **second** tentative agreement has been reached by the Diamond Workers Local X3050 Negotiating Team on June 22, 2006, **with assistance and direction from the Canada Industrial Relations Board (CIRB).**

The attached document is the full text of your first collective agreement should this settlement be ratified and **all changes from the first tentative agreement from February 9, 2006 have been bolded.**

**HIGHLIGHTS:**

Below are some of the highlights:

- A collective agreement will begin from date of ratification and expires **August 31, 2007.**
- **Return to work bonus of \$1000**
- **Retention Bonus of 8% for Northern Residents and 4% for non-Northern Residents who remain at work until December 31, 2006. The retention bonus will be paid out to each eligible employee actively employed on December 31, 2006.**
- **Minimum guaranteed annual increase changed from 1% to 1.5% and annual average increase changed from 3% to 4%. Only guarantee is that your annual increase will not be lower than 1.5%.**
- **Union Recognition**

Provisions to use Article 14 Grievance and Arbitration or another mutually agreed upon method of dispute resolution when the parties have a dispute over whether a permanent position created after the effective date of this agreement is within the bargaining unit or whether changes to the job duties of positions currently within the bargaining unit justifies exclusion of the position.

- **Non-Discrimination and Harassment Article.**

This article clearly outlines that the Employer will not be able to discriminate against employees because of their age, race, sex, religion, etc. Employees have a right to work in a workplace that is free from bullying and abuses of authority, personal harassment and sexual harassment.

It also sets out the Employer's legal obligation to accommodate employees who are unable to perform their normal job functions as a result of physical or mental disabilities.

- **Union Security**

**Local is a closed shop. However, the employees that have crossed the picket line now have the ability on a one time only basis to withdraw their union membership before the ratification vote. These employees still pay union dues, however they are not union members in good standing. These employees do have the ability to apply for membership in the future. All new employees hired must be members of the Union in good standing as a condition of employment.**

- **Union Representation**

This article sets out the rights of union representatives and stewards within the workplace.

Time spent performing the normal day to day administration of the Collective Agreement shall be paid time.

The Service Officer is granted reasonable access to the worksite without any charge to the Union for air travel, accommodation and meals while on site.

- **Information**

The Union will be provided with updated electronic lists of all Bargaining Unit employees with their name, job title, work location, hire date, employment status and contact information.

Employer will provide an interpreter for any employee who speaks as a first language any of the official languages in the Northwest Territories, who needs assistance to understand the collective agreement.

Employer will advise new hires that they are under a collective agreement and give them a copy.

- **Leave for Union Business**

Leave without pay for Union representatives to attend hearings, conventions, conferences, educational functions, negotiations preparation & negotiations, to work for the Union, hold elected office for not more than 3 years.

Employees on leave for Union business will have their salary maintained while the Employer bills the union.

- **Management/Union Consultation Committee**

The Employer and the Union are to meet at least every (3) three months to discuss matters of mutual interest (with the exception of grievances).

- **Grievance and Arbitration Procedure**

This article sets out the process to be followed when the Union and the Employer disagree about a term or condition of employment set out in the collective agreement.

- **Discipline**

This article sets out protections for employees when being disciplined by the Employer including maintenance of pay and benefits during an investigation when an employee has been suspended without pay.

Provides for union representation during disciplinary meetings by request of the employee.

- **Employees Performance Review and Files**

Employee entitled to make comments and receive evaluation form prior to assessment.

- **Hours of Work**

Language locks in the current practice for hours of work.

New provision that makes it clear that the Union signs off annually on the overtime averaging permits not individual bargaining unit members.

- **Overtime**

Language locks in and spells out the current practice of payment of overtime.

Flight delay provisions also spelled out clearly.

New Provisions recognizing each departments system for allocation of overtime and requirement for overtime to be distributed as equitably as possible amongst employees.

- **Designated paid holidays**

Language locks in current practice of payment for all statutory holidays as per the allowance in Article 32.

New provision for an automatic increase to the allowance of 1% of base salary in the event of a new general holiday being granted by the Government of the NWT or Parliament.

- **Vacation Leave**

Vacation leave entitlements remain the same 168 regularly scheduled hours of work off each year.

Provisions for Vacation carry over

**Restrictions regarding employees not taking vacation in blocks of less than one half of a rotation are removed.**

**After one year, members receive one paid personal day per year. After five years, employees receive two paid personal days per year. Personal days can be carried over up to three years, when they will be paid out if not used.**

Vacation requests determined by seniority. Process to select vacation is outlined.

Employees hospitalized during a vacation leave or if a death in the family occurs, employees can re-schedule their vacation using available sick leave or bereavement leave.

- **Court Leave**

Leave with pay for jury selection or to serve on a jury

- **Leave of Absence**

Conditions to obtain an unpaid leave of absence.

- **Bereavement Leave**

Definition of immediate family. Bereavement leave with pay of up to four (4) days. Language to address individual circumstances and Aboriginal traditions to allow the Employer to grant additional unpaid bereavement leave and recognize the death of a person not included in the definition of immediate family.

- **Maternity/Parental Leave**

Provisions granted by the Labour Standards Act of the Northwest Territories and under the Employment Insurance Act. Employer to continue to top up maternity/parental benefits according to its current practice as of August 1, 2005 which is up to six (6) weeks of top up to 100% of their base salary after the two (2) week EI waiting period.

- **Health and Safety Article**

Union entitlements from Mine Health and Safety Act spelled out such as participation in joint committee, the right to refuse unsafe work, etc.

Employees to receive incident and/or injury reports when requested.

Employer to provide, pay for and keep in serviceable, sanitary condition all reasonable protective devices, specialized environmental clothing and personal protective equipment (PPE).

Employer pays for cost of training employees selected by it to be certified First Aid and CPR providers. Provisions for transportation when an employee is injured are spelt out.

- **Seniority**

Defined as length of service in bargaining unit on a bargaining unit wide basis.

Employees re-employed within ninety (90) calendar days retain their seniority from date of hire.

Probation period for new hires three (3) months which is maximum of five-hundred and four (504) hours.

Seniority retroactive to date of hire after successful probation period.

Obligation for Employer not to act in a manner that is arbitrary, discriminatory or in bad faith when assessing probationary employee.

- **Bargaining Unit Work**

The Employer has an obligation prior to contracting out work that would result in a layoff to notify the Union and provide the Union with the opportunity to present any proposals for alternatives.

- **Vacancies, Promotions, Job postings, Transfers**

New positions created by the Employer that are outside of the bargaining unit will be discussed with the Union prior to implementation. If parties disagree the matter will be resolved through Article 14, Grievances and Arbitration.

For promotions, transfers there is a familiarization period of ninety (90) days, if in the opinion of the employer or if the employee decides they do not like the new position, they can return to their former position.

Employees will know within fourteen (14) days if they have been successful or not after applying for a new position.

Protection from being forced into a position outside of the bargaining unit.

Transfers to different departments can only be on a short term basis, with same rate of pay and with similar duties.

- **Technological change**

Definition of what technological change is. Union gets four (4) months advance notice of tech change. Employer must meet with Union to explain tech change and in good faith develop an adjustment plan which must contain:

- Consideration of alternatives to proposed tech change
- Training and/or retraining to employees
- Human resource planning and employee counselling
- Notice of termination
- Severance pay
- Revisions to existing collective agreement provisions

- **Apprenticeship Program**

Article sets out subject to the NWT Apprenticeship, Trade and Occupations Certification Board or applicable board in another jurisdiction, the purpose of the program, apprenticeship job postings and training.

Employer to provide all tools and equipment, reimburse apprentices for cost of books and materials upon successful completion of each course or stage of education/training.

Apprentices get access to company charts flights to go to school where charter normally flies, subject to seat availability.

- **Allowance (formerly known as site allowance)**

Current Employer practice of paying a pensionable allowance equal to 17% of base salary which includes compensation for all statutory holidays, scheduled overtime (8 hours per rotation) and flight delays.

- **Sick Leave**

Current sick leave income replacement plan as of August 1, 2005 or better to continue.

- **Benefits**

Current Health Benefits plan as of August 1, 2005 or better to continue.

- **Pension**

**This language reverses the successful decision before the Canadian Industrial Relations Board (CIRB) to overturn the unilateral change made by the Employer from a defined benefit plan to a defined contribution plan. This is the same language presented in the February 9<sup>th</sup> tentative agreement which was prior to the decision rendered by the CIRB.**

- **Privacy Consents**

This is the current language and Employer policy for the protecting their commodity and collecting, storing and using personal data.

New provisions limit electronic surveillance in private dormitory areas, toilets or changing areas and the collection or storage of personal information for anything other than what is listed.

- **Employment Equity**

This article gives us an avenue to discuss educational and training initiatives, allows the Union to access hiring data for our First Nations members who are part of Impact Benefit Agreements with their consent to the Employer and have discussions with the Employer about issues concerning our Aboriginal members.

## **Salaries**

The Employer is maintaining their current merit based, market driven salary system which is set out at the end of the collective agreement with an explanation of the factors that they will consider, however there are no guaranteed increases and any changes to your salary is solely at their discretion. The only change that they have made is to have a common salary review date of **June 1<sup>st</sup>** each year. Those whose salaries are capped may at their discretion receive a lump sum payment. Those whose salaries are at or above the prevailing salary range will not receive any increases until the range for their classification has been increased beyond their salary. In the event of a downward change to the minimum or maximum salary range, anyone above those rates will not be subject to a decrease in salary however they will not receive any increases until their salary is within the range.

**Letter of Agreement that sets out the following “Discretionary incentive programs”**

- **Ekati Incentive Program**
- **Retention Bonus Program**

Your negotiating team comprised of:

Guy Willy, President  
Curtis Hagen, Team Member  
Ole Frantzen, Team Member  
Ian Kelly, Team Member  
John Washie, Team Member  
Carol Wall, Negotiator, PSAC  
Shawn Vincent, Research Officer

recommends acceptance of this tentative settlement.

**In the event that this second tentative agreement is ratified by our members in good standing, the strike which began on April 7, 2006 will be ended once a “return to work protocol” is negotiated with the Employer. Our members will be informed of the details of the “return to work protocol” and when they will be scheduled to return.**

**In the event that this second tentative agreement is not ratified, the strike will continue and our striking members will continue to have the full support of UNW/PSAC and the broader labour movement.**

In Solidarity,

Jean-François Des Lauriers  
Regional Executive Vice President

c.c. Todd Parsons, President, UNW  
Kate Rogers, A/Director, CBB  
Penny Bertrand, Director, ROB  
Susan Jones, A/Coordinator, Negotiations Section  
Les Buss, Regional Coordinator – North  
Denis Boivin, Coordinator Communications  
Negotiating Team Members