

# **Collective Agreement**

**between**

**Sodexo Canada Limited**

**and**

**Public Service Alliance of Canada**  
(as represented by its agent Union of Northern Workers)

**Effective From: February 14, 2008**  
**To: February 28, 2011**

**Union of Northern Workers**  
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## **Article 1**

### **Purpose of Agreement**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the occupational health and safety of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at the workplace in which members of the Bargaining Unit are employed.

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Bargaining Unit" means all employees of Sodexo Canada Limited employed at the BHP Billiton Ekati Diamond Mine, in the Northwest Territories, excluding General Manager, Custodial Manager, Executive Chef positions and Food Service Director;
  - (c) "Continuous Employment" means uninterrupted employment with the Employer;
  - (d) "Day of Rest" in relation to an employee means a day other than a statutory holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave of absence;
  - (e) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of his/her former position;
  - (f) "Employee" means a member of the Bargaining Unit;
  - (g) "Employer" means Sodexo Canada Limited;

- (h) "Full Time Employee" means a person employed on a continuous basis for 40 hours per week or more;
- (i) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement;
- (k) "Leave of Absence" means absence from duty with the Employer's permission;
- (l) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee or insurance premium;
- (m) "Overtime" means work performed by an employee in excess of eight (8) hours per day and forty (40) hours per week, and work performed by an employee on a day of rest;
- (n) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (o) "PSAC" means the Public Service Alliance of Canada;
- (p) "Representative" means a person who is authorized to represent the Union;
- (q) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (r) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on the day the employees are normally scheduled to arrive at the Ekati mine site for their rotation and terminates at midnight seven (7) days later;
- (s) "Union" means the Public Service Alliance of Canada, as represented by its agent the Union of Northern Workers.

Interpretation Act

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

May, Shall and Will

- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

**Article 3**  
**Recognition**

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

**Article 4**  
**Application**

- 4.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 4.02 All employees shall be full time employees.

**Article 5**  
**Future Legislation**

- 5.01 In the event that any law passed by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties cannot agree, the matter may be referred to arbitration.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or document dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

## **Article 6** **Strikes and Lockouts**

- 6.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 6.02 No employee shall be required to cross any legal picket line or to do any struck work.

## **Article 7** **Management Rights**

- 7.01 The Union recognizes that the Employer has the exclusive right to manage and operate its business and to direct its workforce, provided the Employer exercises its right in a manner which is fair, reasonable, without discrimination, in good faith and consistent with the terms of this Agreement.
- 7.02 Without restricting the generality of the foregoing, such rights shall include the right:
- (a) to maintain order, discipline and efficiency, and in connection therewith to make and enforce reasonable rules and regulations;
  - (b) to hire, transfer, promote, classify, discipline and discharge employees for just cause;
  - (c) to determine the services to be rendered, the methods, processes, means and materials by which work is to be performed, and quality and quantity standards.

## **Article 8** **Human Rights**

### Freedom from Discrimination

- 8.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

### Equal Pay for Work of Equal Value

- 8.02 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

### Freedom from Sexual Harassment

- 8.03 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 8.04 Every employee is entitled to employment free of sexual harassment.
- 8.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 8.06 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.07 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.08 The Employer shall issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

### Freedom from Workplace Violence

- 8.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 8.10 Every employee is entitled to employment free of workplace violence.
- 8.11 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 8.12 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 8.13 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

- 8.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.15 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

## **Article 9** **Employer Directives**

- 9.01 The Employer shall, at least fifteen (15) calendar days prior to issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

## **Article 10** **Union Security**

### Union Shop

- 10.01 All present employees and all employees hired after the date of this Agreement shall become and remain members in good standing of the Union as a condition of employment.

### Check Off

- 10.02 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 10.03 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee in the Bargaining Unit.
- 10.04 For the purpose of applying Article 10.02, deductions from pay for each employee will occur on a biweekly basis.
- 10.05 No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

- 10.06 The amounts deducted in accordance with Article 10.02 shall be remitted to the Comptroller of the PSAC by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 10.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.

## **Article 11**

### **Union Representation**

#### Union Access to the Ekati Site and Employer Premises

- 11.01 The Employer shall grant Union Representatives access to the Ekati site and the Employer's premises in order to carry out union business, and the Union will designate a servicing officer from the Union who will be the lead person charged with servicing the Bargaining Unit. Provided the site access remains reasonable, the Employer will not charge the Union for air travel, accommodation or meals while on site. The Union agrees to cooperate with the Employer in scheduling site visits to avoid times of peak occupancy.

#### Appointment of Representatives

- 11.02 The Employer acknowledges the right of the Union to appoint employees as Representatives.

#### Union Office

- 11.03 The Employer shall provide the Union with a suitable, easily accessible, private room at the Ekati mine site for exclusive use as a Union office at no cost to the Union.

#### Bulletin Board Space

- 11.04 The Employer shall provide bulletin board space clearly identified for exclusive Union use in the workplace.

#### Union Orientation

- 11.05 The Employer shall introduce new employees to the Union Representative on their first day of work and allow the employee to meet with the Representative for one (1) hour without loss of pay for the purpose of union orientation.

Time Off for Union Activities

- 11.06 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
  - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay or discharged;
  - (c) any proceeding under Article 31 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay or discharged;
  - (d) meetings with the Employer on behalf of the Union
- 11.07 The Employer shall grant leave without pay to one (1) employee in respect to:
- (a) conventions, conferences, and executive council meetings of the Union;
  - (b) training related to the duties of a Representative of the Union;
  - (c) Union activity outside of this Bargaining Unit.

Subject to operational requirements, the Employer may grant leave without pay to a second employee for the purposes of this clause.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Contract Negotiations

- 11.08 The Employer will grant leave without pay for three (3) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Preparatory Contract Negotiations Meetings

- 11.09 The Employer will grant leave without pay for three (3) employees to attend preparatory contract negotiations meetings.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

### Leave for Paid Elected Officers

- 11.10 An employee elected as a full-time paid officer of the executive of the Union of Northern Workers, the PSAC or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 11.11 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 11.12 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave.
- 11.13 Notwithstanding Article 11.12, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

## **Article 12** **Information**

- 12.01 The Employer agrees to provide the Union monthly with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, date of hire and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.

### Publication of Agreement

- 12.03 The Employer and the Union shall share equally the costs of printing this Agreement. The Union will distribute copies of the Agreement to the employees and new employees when hired.

## **Article 13** **Statutory Holidays**

13.01 The following days are statutory holidays for Employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) National Aboriginal Day;
- (e) Canada Day;
- (f) The first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day.

### Holiday Falling on a Day of Rest

13.02 When a statutory holiday under Article 13.01 falls on an employee's day of rest, the employee shall be paid eight (8) hours at his/her straight time rate and shall be paid at his/her straight time rate for the additional hours they normally would be scheduled to work..

13.03 When the Employer requires an employee to work on a statutory holiday the employee shall be paid, in addition to the pay in Article 13.02, overtime at the rate of time and one-half (1½ x) for all hours of work.

13.04 Where a day that is a statutory holiday for an employee falls within a period of leave with pay, the statutory holiday shall not count as a day of leave.

## **Article 14** **Hours of Work**

### Rotations

14.01 All employees shall work a scheduled rotation of three (3) weeks in camp followed by two (2) weeks of days of rest out of camp.

### Shifts

- 14.02 (a) 12-Hour Shifts: shall consist of seven (7) workdays per week of twelve (12) consecutive hours consisting of eight (8) regular hours and three and one-half (3.5) hours of overtime. The following employees shall work 12-hour shifts: 1st Cook, 2nd Cook, Baker, Janitor 1, Janitor 2, General Kitchen Help (except those assigned to Dining Room or Dishwashing);
- (b) 11-Hour Shifts: shall consist of seven (7) workdays per week of eleven (11) consecutive hours consisting of eight (8) regular hours and two and one-half (2.5) hours of overtime. The following employees shall work 11-hour shifts: General Kitchen Help assigned to Dishwashing;
- (c) 10-Hour Shifts: shall consist of seven (7) workdays per week of ten (10) consecutive hours consisting of eight (8) regular hours and one and one-half (1.5) hours of overtime. The following employees shall work 10-hour shifts: General Kitchen Help assigned to Dining Room.

### Meal and Rest Periods

- 14.03 An employee shall be entitled to one (1) unpaid meal period of one-half (½) hour duration at approximately the midpoint of his/her shift.
- 14.04 An employee shall be entitled to two (2) paid rest periods of fifteen (15) minutes duration evenly spaced throughout his/her shift
- 14.05 The Employer shall determine the actual start and finishing hours for each employee's shifts. There shall be a minimum of twelve (12) hours of rest from the time an employee completes one shift to the start of his/her next shift.
- 14.06 Shift schedules shall normally be posted at least fourteen (14) days in advance of the first day of the shift schedule. An employee shall be given as much notice as possible in advance of changes to his/her shift schedule.
- 14.07 The Employer shall meet the requirements of any permits required to vary the maximum hours of work under the *Employment Standards Act*.

## **Article 15** **Overtime**

- 15.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess of eight (8) hours per day and forty (40) hours per week, and work performed by an employee on a day of rest;
- (b) "Straight time rate" means the hourly rate of pay;

- (c) "Time and one-half" means one and one-half times the straight time rate.
- 15.02 The Employer shall make every reasonable effort:
- (a) to allocate non-scheduled overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime.
- 15.03 Overtime shall be compensated at a rate of time and one-half (1½ x).
- 15.04 An employee who is required to work overtime shall be compensated at the rate of fifteen (15) minutes overtime for each completed fifteen (15) minutes of work, or portion thereof, when the overtime work is authorized in advance by the Employer.

## **Article 16**

### **Pay**

- 16.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A.
- 16.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.
- 16.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period.
- 16.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 16.05 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of his earnings on the pay day.

### **Salary Increases**

- 16.06 The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.

16.07 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than the month following the month in which the Agreement is ratified.

16.08 Retroactive pay shall be issued on a separate cheque.

#### Pay Recovery

16.09 (a) Where an employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule. No recoveries shall be made until the employee signs an authorization form for the deductions agreed upon. Once a recovery schedule has been agreed upon, the employee shall not delay or refuse to sign the authorization form.

(b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

(c) The Employer agrees that no more than ten (10%) of the gross pay of an employee, not including regular deductions, shall be recovered from the employee in any pay period for any monies owed by the employee.

### **Article 17** **Reporting Pay**

17.01 If an employee reports to work for his/her regularly scheduled workday and there is insufficient work available, he/she shall be entitled to one (1) day of work. When no work is available he/she shall receive compensation of one (1) day of pay at the straight time rate.

17.02 If an employee is directed to report for work outside of, and not immediately before or after, his/her regularly scheduled hours, he/she shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours pay at the straight-time rate.

### **Article 18** **Call Back Pay**

18.01 "Call Back" means calling of an employee to duty after he/she has reported off duty and before he/she is next scheduled for work.

18.02 When an employee is called back to a place of work by the Employer for a specific duty, he/she shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight-time rate.

## **Article 19**

### **Leave – General**

19.01 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least one (1) week in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable period of time which allows the employee time to prepare for and take the leave on the dates so requested.

19.02 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing as soon as possible.

19.03 During the month of September in each year or at the request of an employee, the Employer shall inform an employee in writing of the balance of his/her sick and vacation leave credits as of the end of August.

## **Article 20**

### **Vacations and Vacation Pay**

20.01 Employees shall earn vacation pay as a percentage of their gross earnings at the following rates:

- (a) four percent (4%) until the third (3<sup>rd</sup>) year of continuous employment is completed;
- (b) six percent (6%) after completion of three (3) years of continuous employment.

Vacation pay earned shall be banked by the Employer. Upon the request of an employee, the Employer shall pay out that employee's banked vacation pay, either in full or a portion thereof as requested by the employee. Vacation pay shall be paid on a separate paycheque.

20.02 The Employer shall grant vacations at times requested by employees. Except in the case of an emergency, an employee shall request vacation leave in writing at least four (4) weeks prior to the commencement of the vacation, and the Employer shall reply in writing to the employee's request for vacation leave within two (2) weeks. If there is a conflict between the vacation requests of two or more employees then vacation leave shall be granted according to seniority.

- 20.03 The payment of vacation pay on an employee's request will be considered as advance payment for any vacation to which an employee may be entitled under the Northwest Territories *Employment Standards Act*.
- 20.04 The Employer shall pay out the balance of an employee's banked vacation pay on the employee's termination of employment.

## **Article 21** **Sick Leave**

### Sick Leave Credits

- 21.01 On March 1st of each year an employee shall be granted forty-eight (48) hours of sick leave credits. Sick leave credits for a period of employment of less than a full year shall be pro rated. Unused sick leave credits shall expire on the last day of February of the following year.

### Use of Sick Leave Credits

- 21.02 All absences on account of illness or injury on a normal working day shall be charged against an employee's sick leave credits on an hour for hour basis. An employee must sign a statement advising that because of an illness or injury he/she was unable to perform his/her duties.
- 21.03 If the duration or expected duration of the sick leave exceeds three (3) consecutive days and if requested by the Employer, the employee must provide the Employer with a medical certificate stating that the employee is incapable of working because of an illness or injury.

### Retention of Sick Leave Credits

- 21.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off before the last day of February, the employee shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

### Transportation to a Medical Centre Travel Time

- 21.05 An employee who is proceeding to a medical centre shall be granted leave of absence with pay, which is not to be charged against his/her sick leave credits, for the lesser of three (3) days or the actual time taken to travel from the Ekati mine site to the medical centre and return.

## **Article 22**

### **Bereavement Leave**

- 22.01 An employee shall be granted a leave of absence with pay for three (3) consecutive workdays to attend the funeral or memorial service of the employee's spouse (including common-law partner), child (including spouse's child), parent (including spouse of parent), parent of spouse, brother, sister, legal guardian, grandfather or grandmother.
- 22.02 An employee shall be granted an additional four (4) days leave without pay if the funeral or memorial service will take place outside the community in which the employee resides.
- 22.03 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.
- 22.04 If an employee is on rotation in camp when bereavement leave is taken, the Employer shall arrange air transportation to and from the employee's flight point to facilitate attendance at the funeral or memorial service at no cost to the employee.

## **Article 23**

### **Maternity Leave**

- 23.01 An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. All other issues of notice or extension of the period of maternity leave shall be according to the *Employment Standards Act*.
- 23.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 23.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

#### Maternity-related Reassignment or Leave

- 23.04 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy or period of breastfeeding, as the case may be.

#### Other Benefits During Leave

- 23.05 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- 23.06 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

### **Article 24** **Parental Leave**

- 24.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken within the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 24.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 24.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

#### Other Benefits During Leave

- 24.04 An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.

- 24.05 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

## **Article 25**

### **Compassionate Leave**

- 25.01 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
  - (b) child or a child of the employee's spouse;
  - (c) parent or spouse of the parent; and
  - (d) any other person in accordance with the *Employment Standards Act*.
- 25.02 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (a) the day the certificate is issued; or
  - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- Compassionate leave may be taken in separate periods but each period must be of not less than one week's duration.
- 25.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 25.04 An employee returning to work from compassionate care leave retains his/her service credits accumulated prior to taking leave.
- 25.05 Leave granted under this Article shall be counted for the calculation of continuous employment.

- 25.06 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

## **Article 26**

### **Other Types of Leave**

#### Court Leave

- 26.01 The Employer shall grant leave with pay to an employee for the period of time required:
- (a) to serve on a jury and the jury selection process;
  - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Marriage Leave without Pay

- 26.02 Upon three (3) months notice in writing the Employer shall grant marriage leave without pay of fourteen (14) consecutive days when an employee is to be married. In the case of marriage leave, or where an employee is to be married during his/her days of rest in an out-rotation period, the Employer shall not schedule or call-back the employee to duty.

#### Leave with or without Pay for Other Reasons

- 26.03 Notwithstanding any provision for leave in this Agreement, the Employer may grant:
- (a) leave with or without pay for purposes other than those specified in this Agreement;
  - (b) leave with or without pay in emergency or unusual circumstances.

Requests for such leave shall not be unreasonably denied.

## **Article 27**

### **Job Description**

- 27.01 When an employee is first hired, or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 27.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

## **Article 28**

### **Employee Files and Performance Reviews**

#### Employee Files

- 28.01 Upon request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view that employee's personnel file.
- 28.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.
- 28.03 The record of any disciplinary action taken against an employee, including letters or notations of discipline, shall be removed from the employee's file and destroyed after twelve (12) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the twelve (12) month period.

#### Performance Reviews

- 28.04 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 31 to correct any factual inaccuracies in his/her performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.

- 28.05 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

## **Article 29** **Classification**

- 29.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

## **Article 30** **Vacancies, Job Postings and Transfers**

- 30.01 Every vacancy for positions expected to be more than three (3) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 30.02 Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the necessary skill, ability and required qualifications to perform the normal requirements of the job.
- 30.03 No employees shall be transferred to another position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his/her seniority accumulated up to the date of transfer outside the unit, within ninety (90) calendar days of the date of transfer.
- 30.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent.

## **Article 31**

### **Grievance Procedure and Arbitration**

- 31.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
  - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
  - (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (d) discharge; or
  - (e) letters or notations of discipline placed on an employee's personnel file.

31.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

#### **Representation**

- 31.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 31.04 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.
- 31.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such a grievance.
- 31.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

### Procedures

- 31.08 An employee and his/her supervisor shall be encouraged to meet and resolve any complaint prior to the employee filing a grievance. The employee may be assisted by a Representative should he/she so request.
- 31.09 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 31.10 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (General Manager)
  - (b) Final Level (District Manager)
- 31.11 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 31.12 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 31.13 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 31.14 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

### Time Limits

- 31.15 A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article 31.09 within twenty-one (21) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. Failure to present a grievance within the time limits due to Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.
- 31.16 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level and within twenty-one (21) calendar days at the Final Level.

- 31.17 An employee or the Union may present a grievance at each succeeding level of the grievance procedure beyond the First Level
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor (and the Union as the case may be) by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor (and/or the Union as the case may be) within the time prescribed in Article 31.16 within fourteen (14) calendar days after the day the reply was due.
- 31.18 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee, and where appropriate, the Union.

#### Termination of Employment

- 31.19 No employee shall have his/her employment terminated without first being given notice in writing, with a copy forwarded to the Union, together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/her notice of termination.

#### Arbitration

- 31.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 31.21 (a) The parties agree that arbitration referred to in Article 31.20 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 31.22 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.23 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 31.24 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.25 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 31.26 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

## **Article 32**

### **Technological Change**

- 32.01 The Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status of employees or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 32.02 In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.

## **Article 33**

### **Seniority**

- 33.01 Seniority is defined as the total length of service acquired by an employee from his/her date of hire.
- 33.02 Seniority accumulates when an employee is absent from work:
- (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission for a period of not more than twelve (12) months;
  - (b) during a continuous absence from work of not more than twelve (12) months resulting from an injury or illness not covered by the Workers' Safety & Compensation Commission;
  - (c) during any leave of absence, provided that if the leave of absence is for a period of time greater than thirty (30) days, the seniority will cease to accrue after thirty (30) days;
  - (d) during leave of absence for Union business.
- 33.03 Seniority shall be lost when an employee:
- (a) voluntarily quits his/her employment with the Employer;
  - (b) is discharged for just cause;
  - (c) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
  - (d) has been laid-off for a period of twelve (12) months or longer.

- 33.04 Within thirty (30) calendar days after the signing of the Agreement and on April 1st every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list to the Union.
- 33.05 An employee shall be considered to be on probation until he/she has worked three (3) months following the date of hire. If such employee continues in the employ of the Employer after the expiration of his/her probation, his/her length of service shall be computed from his/her date of hire. Probationary employees shall not exercise any seniority rights during their probationary period.

### **Article 34** **Lay-off**

- 34.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work.
- 34.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.
- 34.03 The Employer shall give employees who are to be laid-off a minimum of one (1) month plus one additional week for each year of employment over two years, to a maximum of ten (10) weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.
- 34.04 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.
- 34.05 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.
- 34.06 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.
- 34.07 No new employees shall be hired until those laid off have been given the opportunity of recall.

- 34.08 With reference to a re-hire of an employee after a lay-off, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months.
- 34.09 Where an Employee ceases to be employed for reasons other than discharge and is re-employed within a period of twelve (12) months, those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated.

### **Article 35** **No Contracting Out**

- 35.01 There shall be no contracting out of any Bargaining Unit work that results in a lay-off, the continuance of a lay-off or a reduction in hours of work.

### **Article 36** **Civil Liability**

- 36.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced against him/her shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall meet to discuss appointment of counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## **Article 37**

### **Discharge and Discipline**

#### Just Cause

37.01 No employee shall be subject to discharge or discipline except for just cause.

#### Progressive Discipline

37.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of gross misconduct, a documented record of counselling, warnings (oral or written) and/or suspensions must proceed discipline or discharge for just cause.

37.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the employee is entitled to a reasonable notice of the meeting. The notice must also advise the employee of his/her right to have a Representative of the Union in attendance. The Employer shall advise the employee in writing of the reasons for such discharge or discipline in sufficient detail that the employee may defend himself/herself against it.

#### Time Limits

37.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management became aware of the incident.

#### Disciplinary Record

37.05 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time its filing.

#### Sunset Provision

37.06 The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action of a similar nature was imposed within the twelve (12) month period.

## **Article 38**

### **Joint Union Management Committee**

- 38.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.
- 38.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every three (3) months, unless the Employer and the Union agree otherwise.
- 38.03 Minutes of every meeting will be prepared and distributed by Management prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be mailed to the Union's office in Yellowknife and posted in the workplace for at least three months.
- 38.04 Time spent in Committee meetings is deemed to be time worked.
- 38.05 The Joint Union Management Committee has no authority to amend this Agreement.

## **Article 39**

### **Occupational Health and Safety**

- 39.01 The Employer shall comply with all applicable federal and territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 39.02 A copy of the *Mine Health and Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

#### Occupational Health & Safety Committee

- 39.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Mine Health & Safety Act* and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.

- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- (d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year if possible.

#### Meetings & Quorum

- (e) The Committee shall consist of two (2) or more representatives from the employees and two (2) representatives from the Employer. The Committee will meet at least monthly, and when necessary as decided by the Committee, during normal working hours.
- (f) The quorum of the Committee shall consist of a majority of the members of the Committee, of which at least half are representatives of the employees and at least one is a representative of the Employer.
- (g) Members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee including reasonable meeting preparation time, and any time spent by the member while carrying out any of his or her functions as a member of the committee shall, for the purposes of calculating pay owing to him or her, be deemed to have been spent at work.

#### Minutes

- (h) Minutes of every meeting will be prepared and distributed by the Employer's representatives prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and posted in the workplace for at least three months.

#### Powers of Committee

- (i) Either party of a Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) Either party of a Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person, except with the person's written consent.

### Ekati Site-wide OH&S

- (k) The Occupational Health and Safety Committee will designate its representatives who will attend Ekati site-wide occupational health and safety meetings from the Sodexo operations.

### Right to Refuse

- 39.04 An employee may refuse to perform work, or to operate any machine, equipment or tool, or to work at any worksite, if he/she has reasonable cause to believe that to do so could endanger the health or safety of any person. In this event, the employee shall report the reasons for his/her refusal to work to his/her supervisor without delay, and the procedures set out in the *Mine Health and Safety Act* and regulations shall be followed.

### First Aid

- 39.05 The Employer will offer First Aid and cardiac pulmonary resuscitation (CPR) courses to a sufficient number of employees, and mine safety courses to all employees required to work at the actual mine site, in order to meet the minimum requirements under the *Mine Health and Safety Act* and regulations. For greater clarity, all supervisors and one-fifth (1/5) of the total number of the employees underground and one-tenth (1/10) of the total number of employees on the surface shall be trained in first aid, hold a current and valid First Aid certificate, and shall be trained in CPR. In any case, at least one (1) employee per shift and per worksite shall be trained in First Aid and CPR. Employees shall take First Aid, CPR and mine safety training during working hours.
- 39.06 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Mine Health and Safety Act* and regulations.

### Transportation of Injured Workers

- 39.07 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

### Accident and/or Injury Reports

- 39.08 Upon request an employee is entitled to his/her accident and/or injury reports on file with the Employer.

Workplace Hazardous Materials Information Systems

- 39.09 The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.
- 39.10 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

**Article 40**  
**Personal Protective Equipment (PPE)**

- 40.01 The Employer shall provide, at no cost to employees, all protective devices, clothing, non-slip steel-toed safety footwear and other equipment necessary to properly protect employees from injury and unhealthy work conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment and protective devices, and on-site laundering of clothing, at no cost to the employees.
- 40.02 The Employer will replace, at no cost to the employee, any safety equipment and clothing upon presentation of such worn or damaged items to the Employer.

**Article 41**  
**Uniform Clothing Issue**

- 41.01 As employee's work is of a nature where health and cleanliness must be maintained, and as uniform identification will aid in the effective performance of duties, the Employer shall provide uniform clothing issue at no cost to employees.
- 41.02 Uniform clothing issue is defined as items of wearing apparel consisting of shirts and pants of suitable quality for kitchen or custodial duties as the case may be. Uniform clothing issue shall be a topic of discussion for the Joint Union Management Committee.
- 41.03 The Employer shall replace, at no cost to the employee, uniform clothing issue when worn-out or damaged, and presented for replacement by the employee.
- 41.04 Uniform clothing issues are to be worn only when employees are on duty.
- 41.05 The Employer shall provide suitable on-site laundering of uniform clothing issue at no cost to the employees.

## **Article 42**

### **Worksite Accommodations**

- 42.01 The Employer shall endeavour to provide each employee, at no cost to the employee, their own camp room for their exclusive use during their rotation. Except in cases of an emergency, an employee shall not be required to switch rooms during their rotation. The Employer shall make every reasonable effort to ensure an employee is provided the same camp room from rotation to rotation.
- 42.02 The Employer shall ensure that rooms are prepared and cleaned prior to the arrival of an employee on their rotation.

## **Article 43**

### **Paid Transportation**

- 43.01 An employee shall be provided paid transportation to and from the Ekati mine site from the employee's designated flight point at no cost to the employee.

## **Article 44**

### **Group Benefits Plan**

- 44.01 Great-West Life group benefit plan Group policy No. 19185 ("the Plan") shall be provided to all employees effective date of ratification.

#### **General Plan Provisions**

- 44.02 The following outlines the main features of the Great-West Life group benefit plan coverage and is not meant to be exhaustive:
- (a) **Eligibility**: All current employees are eligible to participate in the Plan on date of ratification of this Agreement. Thereafter, newly hired employees are eligible to participate after three (3) months of continuous employment.
  - (b) **Premiums**: Group benefit plan premiums shall be split 50/50 between the Employer and the employees. Employees will have their portion of the premiums deducted from their pay cheques biweekly and the Employer will forward the full premium to the group benefit plan insurer.
  - (c) **Life Insurance**: \$10,000; terminates at age 65.
  - (d) **Accidental Death & Dismemberment Insurance**: Specified sums for loss of life, eyesight, speech, hearing, limbs and paralysis.
  - (e) **Health Care Benefits**: Prescription drug reimbursement at 90%, other expenses at 100%; hospital, paramedical services, vision care. Deductibles: nil. Some limits apply.

- (f) Dental Care: Reimbursement 80%, \$1000 per calendar year; Deductible: \$25 per year individual, \$50 per year family.

Amendments to Group Benefits Plan

- 44.03 The Employer may amend the benefit coverage in the insured benefits plan provided there is no reduction in benefits either individually or in the aggregate unless mutually agreed between the Employer and the Union.

Information to Employees

- 44.04 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by the plan administrators for the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

**Article 45**  
**Social Justice Fund**

- 45.01 The Employer shall contribute One Thousand Five Hundred Dollars (\$1500) to the PSAC Social Justice Fund on March 1st of each year and will be forwarded to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

**Article 46**  
**Re-opener of Agreement and Mutual Discussions**

Agreement Re-opener

- 46.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

- 46.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

## **Article 47**

### **Duration and Renewal**

- 47.01 The term of this Agreement shall be from February 14, 2008 to February 28, 2011.
- 47.02 Notwithstanding Article 47.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 31, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 47.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 47.04 Where notice to bargain collectively has been given under Article 47.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

**Schedule A**  
**Hourly Rates of Pay**

Classification	Initial Rates Feb 14, 2008	Effective	Effective	Effective	Effective
		Jan 15, 2009	Sep 1, 2009	Mar 1, 2010	Sep 1, 2010
		Increase	Increase	Increase	Increase
		8.00%	5.00%	4.00%	3.00%
1st Cook	19.00	20.52	21.55	22.41	23.08
2nd Cook	16.00	17.28	18.14	18.87	19.44
Baker	19.00	20.52	21.55	22.41	23.08
General Kitchen Help	14.00	15.12	15.88	16.52	17.02
Janitor 1	14.50	15.66	16.44	17.10	17.61
Janitor 2	14.00	15.12	15.88	16.52	17.02

**Pay Notes (Applies to whole grid)**

1. Any present incumbents being paid over-range compared to the Initial Rate Feb 14, 2008 above shall be green circled ( i.e. paid their existing rate + Bravo allowance plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
  
2. Employees shall be paid at the rates of the classification to which they were appointed.

## **Memorandum of Agreement**

between

**Public Service Alliance of Canada**

and

**Sodexo Canada Limited**

### **Implementation of Certain Contracts Provisions**

This Memorandum of Agreement forms part of the Collective Agreement

#### **3-Week In / 2-Week Out Rotation**

The Employer agrees to implement the full scheduled rotation of three (3) weeks in camp followed by two (2) weeks of days of rest out of camp referred to in Article 14 within sixty (60) calendar days after the date of Union ratification of this Collective Agreement.

Any problems with implementing this rotation will be discussed with the Union.

#### **Group Benefits Plan**

The provisions of the Group Benefit Plan under Article 44 will be fully implemented on the 1st of the month immediately following thirty (30) calendar days after ratification of this Collective Agreement.

#### **Schedule A – Hourly Rates of Pay**

On implementation existing Janitors will become Janitor 1 or Janitor 2 according to the qualifications in the pay notes.

On implementation the incumbent 3<sup>rd</sup> Cooks will become either 2<sup>nd</sup> Cooks or General Kitchen Help, but in any case, incumbent 3<sup>rd</sup> Cooks are salary protected at their existing pay with the green circling provisions in the Pay Notes.

#### **Social Justice Fund**

The Social Justice Fund provisions are effective February 14, 2008 and contributions owing shall be paid within 30 days of ratification of this Collective Agreement.

#### **Check Off**

The effective date for Check Off under Article 10 – Union Security shall be the first of the month following the signing of this Agreement.

Signed at Yellowknife, Northwest Territories this 29<sup>th</sup> day of January 2009 by the parties:

**Sodexo Canada Limited**

**Public Service Alliance of Canada**

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Cyrille Collin  
District Manager

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Jean-François Des Lauriers  
Regional Executive Vice-President – North

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Christophe Landel  
General Manager

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Avery Burke  
Committee Member

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Pam Nihill  
Human Resources Manager

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Pat Maranda  
Committee Member

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Nick Resetar  
Director of Labour Relations

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Brad Reid  
Committee member

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Stephen Bedingfield  
Negotiator