

Collective Agreement

between

Nuna Contracting Ltd.

and

Public Service Alliance of Canada
(As represented by its agent Nunavut Employees Union)

Effective From: October 22, 2007
To: March 31, 2009

RECEIVED
JUL 30 2008

Union of Northern Workers
5112 – 52nd Street,
Yellowknife NT X1A 3Z5

Nuna Contracting Ltd.
9839 – 31st Avenue,
Edmonton AB T6N 1C5

13861(01)

Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Interpretation and Definitions	1
Article 3	Recognition.....	3
Article 4	Application.....	3
Article 5	Future Legislation.....	3
Article 6	Strikes and Lockouts.....	4
Article 7	Management Rights.....	4
Article 8	Human Rights.....	4
Article 9	Employer Directives.....	5
Article 10	Union Security	6
Article 11	Union Representation.....	7
Article 12	Information.....	8
Article 13	General Holidays.....	9
Article 14	Hours of Work.....	10
Article 15	Overtime	11
Article 16	Pay.....	12
Article 17	Reporting Pay.....	13
Article 18	Call Back Pay	14
Article 19	Vacations and Vacation Pay.....	14
Article 20	Bereavement Leave.....	15
Article 21	Other Types of Leave	15
Article 22	Job Description.....	16
Article 23	Employee Files.....	16
Article 24	Classification.....	17
Article 25	Vacancies. Job Postings and Transfers.....	17
Article 26	Grievance Procedure and Arbitration.....	18
Article 27	Technological Change.....	21
Article 28	Seniority.....	22
Article 29	Lay-off.....	23
Article 30	No Contracting Out.....	24

Article 31 Civil Liability..... 24

Article 32 Discharge and Discipline..... 25

Article 33 Joint Union Management Committee..... 26

Article 34 Occupational Health and Safety 26

Article 35 Personal Protective Equipment (PPE)..... 29

Article 36 Apprentices..... 30

Article 37 Tools and Tool Allowances..... 31

Article 38 Premiums and Allowances..... 31

Article 39 Injury-on-Duty Pay..... 32

Article 40 Group Benefits Plan..... 32

Article 41 Registered Retirement Savings Plan (RRSP)..... 34

Article 42 Social Justice Fund..... 34

Article 43 Re-opener of Agreement and Mutual Discussions..... 34

Article 44 Duration and Renewal..... 35

Schedule A Hourly Rates of Pay..... 36

MOU Group Benefits Plan Study..... 38

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 safety and occupational health 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) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of his/her position;
 - (c) "Bargaining Unit" means all employees of Nuna Contracting Limited employed at the Giant Mine site in Yellowknife, Northwest Territories, excluding security officers, technical personnel, seasonal students and supervisors;
 - (d) "Continuous Employment" means uninterrupted employment with the Employer;
 - (e) "Day of Rest" in relation to an employee means a day other than a general 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;
 - (f) "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;
 - (g) "Employee" means a member of the Bargaining Unit;

- (h) "Employer" means Nuna Contracting Ltd.;
- (i) "Full Time Employee" means a person employed on a continuous basis for 40 hours per week or more;
- (j) "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;
- (k) "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;
- (l) "Leave of Absence" means absence from duty with the Employer's permission;
- (m) "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;
- (n) "Overtime" means work performed by an employee in excess of eight (8) hours per day and forty (40) hours per week and work performed on a Saturday or Sunday;
- (o) "Part-time Employee" means a person employed on a continuing basis for less than forty (40) hours per week;
- (p) "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;
- (q) "PSAC" means the Public Service Alliance of Canada;
- (r) "Representative" means a person who is authorized to represent the Union;
- (s) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (t) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday;
- (u) "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 Part-time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

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 other instrument 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 at the premises of any other employer 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.

Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- (a) to maintain order, discipline, efficiency and in connection therewith to make and enforce reasonable policies, procedures, rules and regulations;
- (b) to **hire**, transfer, promote, demote, classify, assign duties, lay-off, recall, discipline and discharge employees for just cause;
- (c) to determine the kind and location of business to be done by the Employer, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time.

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.

Freedom from Workplace Violence

- 8.06 "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.
- 8.07 Every employee is entitled to employment free of workplace violence.
- 8.08 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

Article 9 **Employer Directives**

- 9.01 The Employer shall, 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. Only in the case of an employee not joining the Union or relinquishing their membership in the Union shall the Employer terminate the employment of the employee.

Check Off

- 10.02 Effective the first of the month following the signing of this Agreement, 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 Employer Premises

- 11.01 The Employer shall permit Representatives of the Union access to its worksites provided the Representatives identify themselves to the worksite supervisor upon arrival. In no case shall such Representatives interfere with the progress of work.

Appointment of Representatives

- 11.02 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union agrees to provide the Employer with written notice of its Union Shop Stewards within a reasonable time.

Bulletin Board Space

- 11.03 The Employer shall provide bulletin board space clearly identified for exclusive Union use in the following areas: C Dry, Machine Shop Lunchroom, Mechanical Equipment Garage.

Union Orientation

- 11.04 The Employer shall introduce new employees to the Union Shop Steward and allow the employee to meet with the Shop Steward for fifteen (15) minutes at the time of the new employee's orientation.

Time Off for Union Activities

- 11.05 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;
 - (c) any proceeding under Article 26 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
 - (d) meetings with the Employer on behalf of the Union
- 11.06 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 the clause.

An employee on leave without pay 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

11.07 The Employer will grant leave with pay for two (2) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Leave for Paid Elected Officers

11.08 An employee elected as a full-time paid officer of the executive of the Union, 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 rights accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.

11.09 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

11.10 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. The Employer may backfill this position with a term employee for the period of leave.

11.11 Notwithstanding Article 11.10, 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.

11.12 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.

Article 12 **Information**

12.01 The Employer agrees to provide the Union quarterly 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
General Holidays

- 13.01 The following days are general 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;
- (k) Boxing Day.

Holiday Falling on a Day of Rest

- 13.02 When a general holiday under Article 13.01 coincides with an employee's day of rest, the general holiday shall be moved to the employee's first working day following his day of rest.

- 13.03 When a general holiday for an employee is moved to another day under the provisions of Article 13.02:
- (a) work performed by an employee on the day from which the general holiday was moved shall be considered as work performed on a day of rest and
 - (b) work performed by an employee on the day to which the general holiday was moved, shall be considered as work performed on a general holiday.
- 13.04 When the Employer requires an employee to work on a general holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid, in addition to the pay that he would have been granted had he not worked on the general holiday, the applicable overtime rates for all regularly scheduled hours of duty or overtime as applicable.
- 13.05 Where a day that is a general holiday for an employee falls within a period of leave with pay, the general holiday shall not count as a day of leave.
- 13.06 An employee is not entitled to be paid for a general holiday on which he/she does not work if the employee:
- (a) without the consent of the Employer, did not report for work on his/her last regular working day preceding or following the general holiday; or
 - (b) has not worked for the Employer a total of at least thirty (30) days during the preceding twelve (12) months.
- 13.07 Any other issues with respect to general holidays not covered in this Article shall be administered according to the provisions of the *Employment Standards Act*.

Article 14

Hours of Work

- 14.01 The normal workweek shall consist of five (5) workdays from Monday to Friday of eight (8) consecutive hours between the hours of 7:15 a.m. and 3:15 p.m. These hours of work may be varied as follows:
- (a) Evening Shifts: The Employer may establish evening shifts which shall consist of five (5) workdays from Monday to Friday of eight (8) consecutive hours between the hours of 3:15 p.m. and 11:15 p.m.
 - (b) Water Treatment Plant: Water Treatment Plant Operators shall work shifts of twelve (12) consecutive hours between the hours of 7:15 a.m. and 7:15 p.m. or 7:15 p.m. and 7:15 a.m., in rotations of four (4) consecutive workdays followed by four (4) consecutive days of rest.

Shift schedules shall normally be posted at least fourteen (14) days in advance of the first day of the shift schedule. Except in cases of emergency, an employee shall be given forty-eight (48) hours advance notice of changes to his/her shift schedule.

Rest and Meal Periods

- 14.02 Employees shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a paid rest period of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift.
- 14.03 Employees shall be entitled to a paid meal period of one-half (1/2) hour's duration scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

Rest and Meal Periods – Twelve Hour Shifts

- 14.04 In the case of a twelve hour shift an employee shall be entitled to three (3) paid rest periods of fifteen (15) minutes duration evenly spaced throughout the shift, and one (1) paid meal period of one-half hour duration at an appropriate time.

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 on a Saturday or Sunday;
- (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 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 for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one-half (½) hour at the overtime rate 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.
- 6.02 Notwithstanding Article 16.01, the Employer may employ an employee in another classification for a temporary assignment or for training purposes. If the new classification has a higher rate of pay than the employee's regular rate of pay, the employee will be paid at the higher rate for all hours worked at the higher classification provided he/she is certified. If the employee is uncertified to perform the work, all hours worked in the new classification will be credited as training time towards the required hours for certification in the new classification. If the new classification has a lower rate of pay than the employee's regular rate of pay, the employee will continue to be paid at his regular rate of pay for all hours worked. The training hours required to become certified shall be according to standard industry practice.
- Employees given the option to work in another classification for which they are qualified instead of being laid off will be paid the rate for the new classification.
- 16.03 Employees shall be paid on a biweekly basis with pay days being every second Friday.
- 16.04 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.
- 16.05 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.
- 16.06 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 by mail.

Wage and Compensation Increases

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

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. Where no agreement on an acceptable recovery schedule is reached then the Employer may initiate recovery. 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 percent (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 four **(4)**hours of work. When no work is available he/she shall receive compensation of four **(4)**hours of pay at the straight time rate.
- 17.02 If an employee is directed to report for work on a day of rest or on a general holiday, and there is insufficient work available, he/she shall be entitled to four **(4)**hours of work at the appropriate overtime rate. When no work is available, he/she shall receive compensation to four **(4)**hours pay at the appropriate overtime rate.

17.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, provided there is a break between his/her regularly scheduled hours and the work for which he/she was directed to report, 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.

18.03 An employee has the right to refuse a call back to work during their scheduled time off. If an employee accepts a call back to work during their scheduled time off, the Employer will compensate the employee for all additional transportation and accommodation costs resulting from the call back. The employee will provide verification of these additional costs to the Employer.

Article 19

Vacations and Vacation Pay

19.01 Employees will be paid vacation pay as a percentage of their gross earnings at the following rates:

- (a) four percent (4%) until the fifth (5th) year of continuous employment is completed;
- (b) *six* percent (6%) after completion of five (5) years of continuous employment.

19.02 Vacation pay will be paid biweekly on every pay day and on termination of employment.

19.03 The Employer shall make every reasonable effort to 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.

- 19.04 The payment of vacation pay with each pay cheque will be considered as advance payment for any vacation to which an employee may be entitled under the Northwest Territories *Employment Standards Act*.

Article 20 **Bereavement Leave**

- 20.01 An employee shall be granted a leave of absence with pay for five (5) consecutive workdays to attend the funeral or memorial service of the employee's spouse (including common-law partner), or child (including spouse's child.)
- 20.02 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 parent (including spouse of parent), brother, sister, legal guardian, mother-in-law, father-in-law, grandfather or grandmother.
- 20.03 An employee shall be granted a leave of absence without pay for three (3) consecutive workdays to attend the funeral or memorial service of the employee's grandchild or any relative of the employee permanently residing in the employee's household or with whom the employee resides.
- 20.04 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.

Article 21 **Other Types of Leave**

Child Care Leave

- 21.01 Employees shall be entitled to maternity and parental leave pursuant to the *Employment Standards Act* of the Northwest Territories.

Marriage and Divorce Leave without Pay

- 21.02 The Employer shall grant a leave of absence without pay when an employee is to be married or attending divorce proceedings to a maximum of five (5) days. Leave taken for divorce proceedings may be taken on non-consecutive days..

Care of Immediate Family Members

- 21.03 The Employer shall grant leave without pay to an employee to care for a member of his/her immediate family as defined in Article 20.

Leave with or without Pay for Other Reasons

21.04 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.

Sick Leave

21.05 Employees shall be entitled to at least five (5) days sick leave without pay each calendar year according to the provisions of the *Employment Standards Act*.

Article 22 **Job Description**

22.01 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.

22.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

Article 23 **Employee Files**

23.01 Upon the written request of an employee, the Employer shall provide the employee, or the Representative acting on behalf of the employee, with a copy of the employee's complete personnel file.

23.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.

23.03 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 twenty-four (24) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the twenty-four (24) month period.

Article 24

Classification

- 24.01 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 25

Vacancies, Job Postings and Transfers

- 25.01 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 boards. 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.
- 25.02 In choosing between candidates for promotions and filling of jobs the Employer shall select the best qualified candidate with the required skill and ability to perform the normal requirements of the job. Where two or more candidates are relatively equal seniority shall be the governing factor.
- 25.03 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.
- 25.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent.

Article 26

Grievance Procedure and Arbitration

- 26.01 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.

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

Representation

- 26.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 26.04 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.
- 26.05 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.
- 26.06 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.
- 26.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety.

Procedures

- 26.08 An employee and his 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 so request.
- 26.09 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.
- 26.10 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Mine Manager)
 - (b) Final Level (senior management)
- 26.11 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 26.12 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.
- 26.13 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 26.14 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

- 26.15 A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article 26.09 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.
- 26.16 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level and within thirty (30) calendar days at the Final Level.

- 26.17 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 26.16 within fourteen **(14)** calendar days after the day the reply was due.
- 26.18 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

- 26.19 Except in exceptional circumstances, no employee shall have his/her employment terminated without first being given notice in writing together with the reasons thereof, twenty-four (24) hours prior to the termination. 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 twenty-one (21) calendar days after the employee receives his/her notice of termination.

Arbitration

- 26.20 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.
- 26.21 (a) The parties agree that arbitration referred to in Article 26.20 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.

- 26.22 (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.
- 26.23 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.
- 26.24 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.
- 26.25 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.
- 26.26 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 27

Technological Change

- 27.01 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.

- 27.02 In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.
- 27.03 When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

Article 28 **Seniority**

- 28.01 Seniority is defined as the total length of service acquired by an employee from his/her date of employment.
- 28.02 Seniority accumulates when an employee is absent from work:
- (a) resulting from an occupational injury or illness covered by the Workers' Compensation 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' Compensation;
 - (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.
- 28.03 Seniority shall be lost when an employee:
- (a) voluntarily quits his employment with the Employer;
 - (b) is discharged for just cause;
 - (c) fails to report to **work** within ten (10) **working** days after receiving notice of recall;
 - (d) has been laid-off for a period of **six (6)** months or longer.
- 28.04 Within **thirty (30)** calendar days after the signing of the Agreement and on July 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.

- 28.05 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 29

Lay-off

- 29.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work.
- 29.02 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.
- 29.03 The Employer shall give employees who are to be laid-off a minimum of **two** weeks plus one additional week for each year of employment over **two** years, to a maximum of eight weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.
- 29.04 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill and ability to perform such jobs. Where laid-off employees' seniority is equal, recall **will** proceed according to qualifications.
- 29.05 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.
- 29.06 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within ten (**10**) working days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.
- 29.07 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 29.08 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 **six (6)** months.

- 29.09 Where an Employee ceases to be employed for reasons other than discharge and is re-employed within a period of *six* (6) months, those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated. However, he/she shall not accumulate such benefits during the period he/she was laid-off.

Article 30 **No Contracting Out**

- 30.01 There shall be no contracting out of any Bargaining Unit work that results in a layoff, the continuance of a layoff or a reduction in regular hours of work.
- 30.02 Subject to Article 30.01, the Employer shall only contract out work where:
- (a) the Employer does not possess the necessary facilities or equipment;
 - (b) the Employer does not have, cannot hire or cannot train the necessary workforce;
 - (c) the Employer cannot otherwise perform the work within the required time limits of the client.

Article 31 **Civil Liability**

- 31.01 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 shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate **fully** with appointed counsel.

- (e) The means the Employer shall use to protect employees from damages, settlements and costs, including legal costs, shall be according to the conditions of a general liability policy, which shall be maintained at all times for such protection.

Article 32

Discharge and Discipline

Just Cause

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

Progressive Discipline

- 32.02 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 precede discipline or discharge for just cause.
- 32.03 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 shall be entitled to notice of such meeting. The employee shall have the right to Union representation at the meeting and the notice of the meeting will 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

- 32.04 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, except where an investigation is in progress that may result in disciplinary action or discharge, the time limit will not commence until the investigation has concluded. Such investigation shall be concluded within thirty (30) calendar days of the incident, except for an investigation conducted by a third-party and outside the control of the Employer.

Disciplinary Record

- 32.05 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

- 32.06 The record of an employee shall not be used against him/her at any time after twenty-four (24) 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 twenty-four (24) month period.

Article 33

Joint Union Management Committee

- 33.01 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.
- 33.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every three (3) months during normal working hours, unless the Employer and the Union agree otherwise.
- 33.03 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.
- 33.04 Time spent in Committee meetings is deemed to be time worked.
- 33.05 The Joint Union Management Committee has no authority to amend any terms of the Collective Agreement.

Article 34

Occupational Health and Safety

- 34.01 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 34.02 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

- 34.03 (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.

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.

Right to Refuse

- 34.04 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 supervisor without delay, and the procedures set out in the *Mine Health and Safety Act* and regulations shall be followed.

First Aid

- 34.05 The Employer will offer First Aid, CPR and mine safety courses to all employees in order to meet and exceed the minimum requirements under the *Mine Health and Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates, at no cost to the employees. Employees taking First Aid, CPR and mine safety **training** during working hours shall continue to receive their pay for the duration of the courses.
- 34.06 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.

Transnortation of Injured Workers

- 34.07 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

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

Workplace Hazardous Materials Information Systems

- 34.09 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.
- 34.10 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.

Exposure / Medical Monitoring

- 34.11 Exposure and medical monitoring performed by the Employer shall be a subject of consultation of the Occupational Health & Safety Committee. Sampling and testing protocols used by the Employer shall meet best practices in the industry and shall be shared with the Committee. The Employer shall give each employee, or the employee's doctor at the employee's request, a complete copy of all his/her test results of such exposure and medical monitoring. The Employer will retain all exposure and medical monitoring test results for a minimum period of ten years. Exposure and medical monitoring requires the consent of the employee being monitored, such consent shall be a condition of employment for employees working in contaminated areas, and shall be limited to sampling and testing for occupational health risks arising from the worksite (e.g. monitoring for arsenic compounds). Medical monitoring under this Article shall not be used for any other purpose, including but not limited to alcohol and drug testing, generic testing or insurance eligibility testing.

Arsenic Exposure

- 34.12 Employees who cannot continue working at their present job because of high inorganic arsenic levels in their systems will be given other work within the plant with no loss of earnings. It is understood that the transfer to other work is only temporary and that when the arsenic level in his/her system returns to an acceptable level, the employee will be given an opportunity to return to his/her former job. If he/she chooses not to return, the Employer will attempt to accommodate the employee with his/her choice of work for any position which is available and for which he/she is qualified. In such a case the employee shall receive the rate of pay for the classification of the available position. If no position is available the Employer may layoff the employee. If the laboratory cannot differentiate between organic and inorganic arsenic with accuracy, then the total arsenic level will be used. If however, the laboratory is able to differentiate with accuracy organic and inorganic arsenic, then the result for inorganic arsenic will be used. The Laboratory used shall be one which is accredited. The acceptable level shall be that recommended by the American Conference of Governmental Industrial Hygienist on arsenic. Earnings shall be averaged over the past three (3) months.

Potable Water

- 34.13 The Employer shall provide safe potable water at the worksite at no cost to the employees.

Article 35

Personal Protective Equipment (PPE)

- 35.01 The Employer shall provide, at no cost to employees, all reasonable protective devices, clothing 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.

35.02 Without limiting the foregoing, the Employer shall provide all employees, at no cost to employees, with the following safety equipment and clothing:

- (a) safety hats (initial issue: 1);
- (b) safety glasses, (initial issue: 1);
- (c) safety boots, where the employee is required to work in an area with a documented safety procedure, and the boots are restricted to such work area, or where the boots are degraded at a higher rate due to chemical or hydrocarbon exposure. Highly specialized footwear shall be provided where the work requires it (e.g. hip waders). Winter safety boots shall be provided where an employee works outside in cold weather and who is normally not required to do so;
- (d) summer coveralls (initial issue: 2);
- (e) winter coveralls and jackets (initial issue: 1);
- (f) rain gear (made available as required);
- (g) gloves (initial issue: 2).

35.03 The Employer will replace upon presentation and at no cost to the employee:

- (a) any worn or damaged safety equipment and clothing provided by the Employer;
- (b) damaged prescription safety glasses provided by the employee.

Article 36 **Apprentices**

36.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Act & Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued under the Regulations and shall be effective from the date of certification.

- (c) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	80 %	Year 1	80 %
Year 2	85 %	Year 2	87 %
Year 3	90 %	Year 3	94 %
Year 4	95 %		

Article 37

Tools and Tool Allowances

- 37.01 All tradespersons will supply their own tools common to their trade, and will supply an inventory of such tools to the Employer.
- 37.02 Specialty tools will be provided by the Employer. Employees will be held responsible ~~for~~ all tools issued to them by the Employer when such tools are lost or damaged due to negligence.

Tool Allowances

- 37.03 Mechanics and their apprentices who supply their own tools shall be paid a tool allowance of \$1.00 per hour worked in addition to his/her hourly rate of pay.
- 37.04 Electricians and their apprentices who supply their own tools shall be paid a tool allowance of \$0.50 per hour worked in addition to his/her hourly rate of pay.

Article 38

Premiums and Allowances

Lead Hand Allowance

- 38.01 Whenever an employee is required to oversee work and is part of a crew of two or more, the Employer shall designate that employee as a Lead Hand. The Lead Hand shall be **paid a** Lead Hand Allowance of One Dollar (\$1.00) per hour for all hours worked.

Vacation Travel Allowance

38.02 Every employee shall be paid a Vacation Travel Allowance on all hours paid. Vacation Travel Allowance paid shall be designated as such on the employee's annual T4 slip (i.e. Box 32). The rates for vacation travel allowance shall be as follows:

Effective July 1, 2007 \$ 1.00 per hour

Effective July 1, 2008 \$ 1.04 per hour

Article 39 **Injury-on-Duty Pay**

39.01 An employee who is injured on duty which is not compensable and is not able to work for the remainder of his/her shift shall receive pay for the remainder of his/her shift.

Article 40 **Group Benefits Plan**

Continuance of the Existing Plan

40.01 Great-West Life group benefit plan #154290 which the Employer extended to employees on November 15, 2007, with the Union's approval, shall be continued.

General Plan Provisions

40.02 The following outlines the main features of the Great-West Life insured group benefit plan coverage and is not meant to be exhaustive:

Eligibility: Employees are eligible to participate in the plan on the first day of the month coinciding with or next following the date on which they complete three (3) months of continuous employment.

Life Insurance - Basic: One times (1 x) the employee's annual salary to a maximum of \$40,000; reduces to \$25,000 at age 65 and terminates at age 70. Premiums are Employer paid.

Life Insurance – Optional: Eligible employees and their spouses have access to additional life insurance coverage. Premiums are paid by the employee, which will be payroll deducted by the Employer.

Accidental Death & Dismemberment Insurance: Specified sums for loss of life, eyesight, speech, hearing, limb and paralysis. Premiums are Employer paid.

Extended Health Care Benefits: Prescription drug reimbursement at 80%, paramedical services, out-of-country emergency protection. Premiums are Employer paid.

Short Term Disability (Weekly Income): Taxable coverage of 60% of weekly earnings that are equal to or less than \$600 plus 50% of any weekly earnings which are greater than \$600, to a maximum of \$1,000 per week for a maximum of 17 weeks. Short Term Disability coverage terminates at age 65. Premiums are Employer paid.

Long Term Disability: Taxable coverage of 60% of monthly earnings that are equal to or less than \$3,000 plus 50% of any monthly earnings which are greater than \$3,000, to a maximum of \$2,000 per month without evidence of insurability. Long Term Disability coverage terminates at age 65. Premiums are Employer paid.

Flexible Spending Account: The Employer shall provide each employee with a Flexible Spending Account ("FSA"). The amount the Employer contributes monthly into an employee's FSA shall be \$1.05 per hour worked less the monthly premium paid for the insured benefits (Life, STD, LTD, Extended Health). For example: \$1.05 x 168 hours - \$ insured benefits = \$ FSA.

Each calendar year an employee must elect the percentage of the FSA to be used for Health Care Spending Account ("HCSA") expenses (i.e. dental, vision, 20% balance of prescription drugs, etc.) and/or the percentage to voluntarily contribute to a RRSP. Newly-hired employees must make this choice at the time of eligibility for benefits.

HCSA funds not used at the end of any calendar year may be carried forward for one (1) year only. If not used by the end of the second (2nd) year, the monies are forfeited and reverted to the Employer.

Prior to an employee electing his/her FSA options each calendar year the Employer shall provide the employee with a statement showing the balance of his/her HCSA.

Amendments to Group Benefits Plan

- 40.03 The Employer may amend the benefit coverage in the insured benefits plan, or change insurance providers, 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

- 40.04 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, which are intended for distribution to employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

Article 41
Registered Retirement Savings Plan (RRSP)

- 41.01 Effective October 22, 2007, the Employer shall contribute seventy-five cents (\$0.75) per hour for each hour worked by an employee, which will be remitted into the employee's Registered Retirement Savings Plan (RRSP) account. Such RRSP shall be with Great-West Life. Effective July 1, 2008 the employer contribution shall increase to one dollar (\$1.00) per hour for each hour worked by an employee.
- 41.02 Contributions shall be made monthly. The Employer's contribution will be immediately vested into the Plan.
- 41.03 The RRSP shall be structured so that individual employees shall have access to and control of their RRSP accounts (e.g. asset allocation, risk profile, choice of investment instruments), subject to applicable legislation.
- 41.04 The Employer shall provide employees, including newly hired employees, with sufficient information on the RRSP plan so that the employees are able to establish their RRSP accounts. The Employer shall assist the employees in establishing their RRSP accounts where practical.

Article 42
Social Justice Fund

- 42.01 Effective October 22, 2007, the Employer shall contribute three cents (3¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made monthly and such contributions remitted 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 43
Re-opener of Agreement and Mutual Discussions

Agreement Re-opener

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

Mutual Discussions

- 43.02 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 44

Duration and Renewal

- 44.01** The term of this Agreement shall be from October **22, 2007** to March **31, 2009**.
- 44.02** Notwithstanding Article **44.01**, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article **26**, 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.
- 44.03** 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*.
- 44.04** Where notice to bargain collectively has been given under Article 44.03, 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

<u>Classification</u>	<u>Classification Description</u>	<u>Effective July 1, 2007</u>	<u>Effective July 1, 2008</u>
ADMIN2	Administrator - Site, Level 2	27.58	28.68
CARP1	Carpenter -Journeyman	30.64	31.87
CARP2	Carpenter - Uncertified	28.76	29.91
CGTNR	Cage Tender	28.17	29.30
DRIV3	Driver	25.02	26.02
ELECT1	Electrician -Journeyman	35.45	36.87
ENGNR3	Engineer - Stationary - 4th Class	29.29	30.46
HOIST	Hoistperson	32.22	33.51
JAN	Janitor	22.49	23.39
LAB1	Labourer - Skilled, Level 1	22.49	23.39
LAB2	Labourer - Mid, Level2	21.26	22.11
LAB3	Labourer - Entry, Level 3	19.03	19.79
MECH2	Mechanic -Journeyman	35.45	36.87
MECH3	Mechanic - Uncertified	31.44	32.70
MILL1	Millwright -Journeyman, Level 1	34.31	35.68
MINER1	Miner - Level 1	30.71	31.94
MINER2	Miner - Level 2	28.50	29.64
MINER3	Miner - Level 3	25.35	26.36
OPDZR3	Operator - Dozer - D8 or greater	29.46	30.64
OPDZR4	Operator - Dozer - D7 or less	27.40	28.50
OPEXC3	Operator - Excavator, Rough	27.92	29.04
OPFNS2	Operator - Finish	28.19	29.32
OPGRD3	Operator - Grader, Rough	27.40	28.50
OPLDR2	Operator - Loader - 988 or greater	29.46	30.64
OPLDR3	Operator - Loader - less than 988	27.40	28.50
OPMLTP	Operator - Multi-Purpose	29.46	30.64
OPPLNT	Operator - Plant	28.78	29.93
PIPE1	Pipefitter/Plumber - Journeyman	33.23	34.56
TRDHLP	Trades Helper - Skilled	25.80	26.83
WELD1	Welder - Journeyman, Level 1	31.02	32.26
WHSE1	Warehouse - Level 1	27.98	29.10
WHSE2	Warehouse - Level 2	25.35	26.36
WHSE3	Warehouse - Level 3	23.25	24.18

NOTES

Operator (Multi-Skilled)

Definition: A multi-skilled operator is an employee who is certified to operate three (3) or more different types of equipment.

General:

1. An operator who has been certified in the operation of a particular machine will be eligible to receive the published rate of pay for that occupation only when a position is available.
2. An operator may be certified at anytime by a Training Officer, but a minimum number of hours of operation on a machine type, according to common industry practice, will normally be required before an operator will be certified. Such hours of experience are not necessarily accumulated while in the employ of Nuna Contracting related companies.
3. Both a training officer and immediate supervisor must sign the certification document.
4. The effective date for position changes would be the date that the person moves into that position. It could fall anywhere in their rotation or pay period.

MEMORANDUM OF AGREEMENT

Between:

PUBLIC SERVICE ALLIANCE OF CANADA

And:

NUNA CONTRACTING LTD.


RE: Group Benefits Plan Study

The Parties agree the following forms part of the Agreement:

In the four (4) month period prior to the expiration of this Agreement, at the request of either party, the Employer and the Union shall meet to meaningfully consult on developing a new Group Benefits Plan with a view to recommending or proposing such a plan, either jointly or separately, during the negotiations for a new collective agreement.

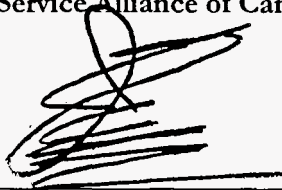
Signed at Yellowknife, Northwest Territories on July 4, 2008 by the parties:

Nuna Contracting Ltd.



Bob Gilroy
Vice-president - Operations


Public Service Alliance of Canada



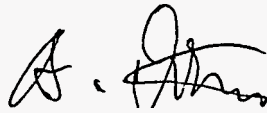
Jean-François Des Lauriers
Regional Executive Vice-president – North



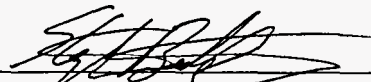
Pat McHale
Operations Manager



Albert LeBrun
Committee Member



Alex Mikus
Committee Member



Stephen Bedingfield
Negotiator

LB