

## **PROPOSALS**

for a

### **COLLECTIVE AGREEMENT**

between

**PUBLIC SERVICE ALLIANCE OF CANADA**

and

**BHP BILLITON DIAMONDS INC.**

**Negotiations: August 29, 2007**

### **INTRODUCTION**

The Public Service Alliance of Canada, having been served and having served notice to bargain, wishes to conclude a Collective Agreement subject to ratification by its members.

Attached are the Union's and the employees' bargaining proposals for changes to the Collective Agreement expiring August 31, 2007. With respect to those articles where no proposals for change have been made, the Union is proposing to renew these articles according to the Collective Agreement expiring August 31, 2007.

Without prejudice to the Union's position during the negotiations, the Union reserves the right to introduce, amend, withdraw its demands or to introduce counter-proposals to the Employer's demands or counter-proposals to the Union's demands.

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Stephen Bedingfield, Spokesperson  
Public Service Alliance of Canada

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**Article 3 (Union Recognition)**

3.01 Amend to read:

The employer recognizes the Union as the exclusive bargaining agent for Employees described in the certificate issued by the Canada Industrial Relations Board on the 30th day of June 2004, covering employees of BHP Billiton Diamonds Inc., described as follows:

All non-managerial and non-supervisory employees of BHP Billiton Diamonds Inc. working at the Ekati Mine site, Northwest Territories, excluding employees in the Human Resources, Environmental and Resource Planning, Security, Occupational Health and Safety, Finance, Marketing and External Affairs departments and temporary employees.

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**Article 7 (Union Security)**

7.01 Amend to read:

All employees shall, as a condition of employment, become a member and maintain membership in the Union in good standing, except for those employees who elected to cease membership in the Union under the provisions of the collective agreement expiring August 31, 2007 and who have not subsequently joined the Union.

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**Article 9 (Union Representatives)**

9.03 Replace "name" with "names" [editorial]

9.(new1) Append to Article:

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.

9.(new2) Append to Article:

The Employer shall provide notice board space in each department location clearly identified for exclusive Union use for the posting of notices and other information related to the interests of the Union.

*[and consequentially in Article 27.01 replace "the Union Notice Board" with "Union notice boards"]*

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**Article 10 (Information)**

10.01            Replace "three" with "three (3)"            [editorial]

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**Article 11 (Leave for Union Business)**

11.02(a)        Replace "3" with "three (3)"            [editorial]

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**Article 12 (Management/Union Consultation Committee)**

Discussion on increasing the capacity and effectiveness the Management/Union Consultation Committee, including a joint application for Labour Management Partnership program (LMPP) funding. Proposals may follow.

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**Article 13 (Grievance and Arbitration Procedure)**

Discussion on the use of an Alternate Dispute Resolution process. Proposals may follow.

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**Article 14 (Discipline)**

14.02(a)        Amend to read:

When an employee is required to attend a meeting where the Employer intends to discipline the employee or from which discipline may result, the employee shall, upon request, be entitled to have a representative of the Union attend the meeting. Where it is not practical for the Representative to attend the meeting in person the Employer shall provide teleconferencing facilities for the meeting.

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**Article 17 (Overtime)**

17.02(b) Increase overtime rate to double time (2x)

17.02(new) Append to clause:

Employees may choose to accumulate up to eighty-four (84) hours of banked time in lieu of payment of overtime under Article 17.02(b). Time off in lieu of payment of overtime shall be taken at a time that is mutually agreed to in advance by the employee and the Employer.

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**Article 18 (Designated Paid Holidays)**

18.(new) Append to Article:

Notwithstanding any other provision of this collective agreement, an employee who works on Christmas Day and/or New Year's Day shall be paid on an overtime basis at twice (2x) his hourly rate of pay for all hours worked.

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**Article (NEW – Shift Premium)** Insert new article titled "Shift Premium" before Article 19 as follows:

sp.01 An employee who works a night shift (e.g. 6:00 PM to 6:00 AM), or portion thereof, shall be paid a premium of Three Dollars (\$3.00) per hour for all hours worked.

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**Article 19 (Vacation Leave)**

19.02 **RESERVE**



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**Article 26 (Bargaining Unit Work)**

26.01 Amend to read:

There shall be no contracting out of any bargaining unit work; and there shall be no contracting out of any work that results in a layoff, a continuance of a layoff, or a reduction of hours, of bargaining unit members.

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**Article 34 (Pension)**

34.05 Replace "paragraph" with "Article" [editorial]

34.05 & 34.06 Discussion on members, role and functioning of the Joint Union Management Pension Committee, and the information provided on the DB and DC plans. Proposals may follow.

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**Article (NEW – Social Justice Fund)** Insert new article titled "Social Justice Fund" before Article 37 as follows:

sjf.01 The Employer shall contribute one cent (1¢) 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, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, 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.

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**Article 37 (Duration)**

37.01 Amend to read:

The term of this agreement shall be from September 1, 2007 to **RESERVE**.

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***Appendix A (Salaries) Including Salary Range Table***

Information / Data Requests:

- Confirmation of June 1, 2007 Classification / Pay Table
- Is section C(b) Progression Plans redundant?
- Raw data consisting of all employees names; classification; rates of pay as of June 1, 2006; rates of pay as of June 1, 2007 (including retroactive adjustments yet to be completed).
- Description of how a pay increase is determined (walk us through the process of this determination) and applied.
- Outline of all existing / planned Company bonus and incentive plans (e.g. finder's fees, safety bonuses, cost reduction bonuses).

**RESERVE**

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***(Letter of Agreement - Discretionary Incentive Programs)***

LOU - Discretionary Incentive Programs      Delete      *[editorial]*

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***(Return to Work Bonus)***

Return to Work Bonus      Delete      *[editorial]*

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***DISCUSSION ITEMS***

Training Time for Warehouse Technician (occupation designated under the *Apprenticeship, Trade And Occupations Certification Act*): 5+ hours/week needed for online / correspondence training course. Proposals may follow.