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Qulliq Energy Corporation
Société d'énergie Qulliq
Qulliq Atruyaktuqtunik Ikumatjullit

Qulliq Energy Corporation
Opening Proposals
For
COLLECTIVE BARGAINING
With
THE NUNAVUT EMPLOYEES UNION

The Qulliq Energy Corporation proposal is to renew the Collective Agreement expiring December 31st 2013, with the Nunavut Employees' Union with the changes outlined in the following proposal.

HOUSEKEEPING CHANGES

Remove all bold lettering where the text remains unchanged.

Renumber all provisions impacted by additions/deletions.

ARTICLE 13

TIME OFF FOR UNION BUSINESS

13.01

For the purposes of all “leave without pay” described under this Article, the Employer shall ensure that the Employees ~~is~~ **are** paid their full salary, benefits, pension contributions and entitlements to annual increments, salary increases and continuous service. The Employer shall invoice these expenses and the Union shall pay within ninety days.

ARTICLE 15

VACATION LEAVE

15.02(d)(ii)

unused vacation credits in excess of thirty (30) days as of December 31 of each calendar year shall be liquidated in cash during the ~~first pay period of February~~ **third pay period of the year**. Such cash payment will be based on the employee’s current straight time rate.

15.07 Recall to Duty from Vacation Leave

The Employer shall make every reasonable effort to ensure that employees are not recalled to duty from vacation leave and, wherever possible, shall assign duties to employees currently on strength prior to resorting to a recall.

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, **which he/she incurs as normally defined by the Employer, in accordance with the Travel Policy.** ~~cited in Appendix B.~~

- (a) in proceeding to his/her place of duty;
- (b) in returning to the place from which he/she was recalled if he/she resumes the vacation upon completing the assignment for which he/she was recalled;
- (c) expenses respecting any non-refundable monies incurred by the employee.

ARTICLE 20

OTHER TYPES OF LEAVE AND PAID TIME OFF

20.10(g)

Parental leave allowance payments for an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance shall ~~consist of the following:~~

~~(i) Parental leave allowance payments shall be equivalent to ninety three percent (93%) of the employee's weekly rate of pay for the first two (2) weeks, and for an additional ten (10) weeks, payments equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety three percent (93%) of the employee's weekly rate of pay.~~

~~(ii) Effective January 1, 2006, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for the first two (2) weeks, and for an additional twelve (12) weeks, payments equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive an ninety-three percent (93%) of the employee's weekly rate of pay.~~

20.10 (h)

Parental leave allowance payments for an employee who has taken maternity leave without pay and has received a maternity leave allowance shall ~~consist of the following:~~

~~(i) Parental leave allowance payments shall be equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of twelve (12) weeks.~~

- (ii) ~~Effective January 1, 2006, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for a period of fourteen (14) weeks.~~

20.10(l)

- (l)(i) ~~When parental leave without pay is taken by an employee couple, parental leave allowance payments shall not exceed a total of twelve (12) weeks for both employees combined.~~
- (ii) ~~Effective January 1, 2006, when parental leave without pay is taken by an employee couple, parental leave allowance payments shall not exceed a total of fourteen (14) weeks for both employees combined.~~

APPENDIX "A"

Remove all pay grades beyond "J"

APPENDIX "A2"

ANNUAL LOCATION ALLOWANCE

Qulliq Energy Corporation

Community	Location Code	Amount
Arctic Bay Bat/Nanisivik	710	\$ 25,433
Arviat	603	\$ 21,113
Baker Lake	602	\$ 24,381
Cambridge Bay	501	\$ 19,716
Cape Dorset	703	\$ 20,980
Chesterfield Inlet	605	\$ 23,147
Clyde River	711	\$ 22,978
Coral Harbour	604	\$ 23,292
Gjoa Haven	502	\$ 26,345
Grise Fiord	712	\$ 34,455
Hall Beach	707	\$ 23,561
Igloolik	706	\$ 22,579
Iqaluit	701	\$ 15,016
Kimmirut	709	\$ 19,122
Pangnirtung	702	\$ 19,077
Pond Inlet	705	\$ 24,214
Qikiqtarjuak Qikiqtarjuaq	708	\$ 22,638
Rankin Inlet	601	\$ 18,517

Repulse Bay	607	\$ 21,894
Resolute Bay	704	\$ 28,477
Sanikiluaq	713	\$ 20,293
Taloyoak	503	\$ 30,424
Whale Cove	606	\$ 21,564

APPENDIX "A3"

SIGNING BONUS

~~In consideration for the ratification of this collective agreement, QEC agrees to pay eleven hundred dollars (\$1,100.00) less statutory deductions as a one time signing bonus to all employees on strength on the date of ratification.~~

APPENDIX "E"

CATEGORIES OF EMPLOYEES

6. Indeterminate Employee

LETTER OF UNDERSTANDING # 9

COMMUNICATIONS FOR STAND-BY

~~The Employer agrees that, by December 31st, 2013, it shall implement practical and cost effective solutions to provide cellular or radio communication devices to employees who are required to perform stand-by duties.~~

SUBSTANTIVE CHANGES

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01

- (p) "President" means President/CEO, Qulliq Energy Corporation or his/her designate. **The President has the powers of a deputy head under the *Public Service Act* in relation to the QEC.**

ARTICLE 11

INFORMATION

11.01 The Employer agrees to supply each employee with an **electronic** copy of the Collective Agreement. The Employer shall provide an **electronic** copy of the new Collective Agreement to each employee within six (6) weeks of the date of signing.

11.02 (a)

The Employer agrees that, upon hiring of a new employee, it shall supply the Union ~~and the Local~~ within seven (7) days with the name, workplace community, job title, position number and Pay Grade and Step of the new employee.

11.05 Upon request, an employee will be provided with an **electronic** copy of the Collective Agreement translated into Inuktitut, Inuinnaqtun or French.

ARTICLE 13

TIME OFF FOR UNION BUSINESS

13(new) – add following 13.02

An employee who is on leave under this Article shall, prior to the commencement of the leave, notify his/her supervisor, in writing, of the leave and the length of the leave.

13.07 Employee Organization Executive Council Meetings, Congress and Conventions, **Local Union meetings**

Where operational requirements permit and upon reasonable notification from the Union, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend Executive Council Meetings and Conventions of the Union, the Canadian Labour Congress and the Northwest Territories Federation of Labour and local Union meetings.

ARTICLE 21

SEVERANCE PAY

21.05 Retirement

- (a) On termination of employment, an employee who is entitled to an immediate annuity or who has reached the age of fifty-five (55) and is entitled to an immediate annual allowance under the *Public Service Superannuation Act* shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous service to a maximum of thirty (30) weeks pay. In the case of a partial year of continuous service, the weekly rate of pay will be multiplied by the days of continuous service in the year prior to layoff, divided by 365. Deducted from this calculation of completed years of service shall be any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer (or any other part of the Public Service as defined in the *Public Service Act*).
- (b) An employee whose employment is terminated for cause or by reason of a declaration that he/she abandoned his/her position is not entitled to receive the payment referred to in clause (a).

ARTICLE 32

SAFETY AND HEALTH

~~32.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees, including the appointment of safety officers, who shall retain their existing duties and powers. The Employer will entertain suggestions on the subject from the Union and the parties shall undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.~~

The Employer shall ensure that a copy of the *Safety Act* and Regulations, along with all Employer Health and Safety policies are available at every workplace.

~~32.02 (a) The Employer and the Union agree to continue existing health and safety committees. The Employer shall, for each work place controlled by the Employer at which twenty (20) or more employees are normally employed, establish a safety and health committee consisting of at least two (2) persons, one (1) of~~

~~whom is an employee or, where the committee consists of more than two (2) persons, at least half (1/2) of whom are employees who:~~

- ~~(i) do not exercise managerial functions; and~~
- ~~(ii) have been selected by the Union.~~

~~(b) The following provisions will apply to the health and safety committees:~~

~~(i) Powers of Committee~~

~~A safety and health committee:~~

- ~~(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;~~
- ~~(b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;~~
- ~~(c) shall co-operate with any occupational health service established to serve the work place;~~
- ~~(d) may establish and promote safety and health programs for the education of the employees represented by the committee;~~
- ~~(e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters;~~
- ~~(f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;~~
- ~~(g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;~~
- ~~(h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;~~
- ~~(i) shall co-operate with safety officers;~~
- ~~(j) may request from an employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and~~
- ~~(k) shall have full access to all government and employer reports relating to the safety and health of the employees represented by the committee but shall not have access to the medical records of any person except with the consent of that person.~~

~~(ii) Records~~

~~A safety and health committee shall keep accurate records of all matters that come before it pursuant to subsection (i) and shall keep minutes of its~~

~~meetings and shall make such minutes and records available to a safety officer on his/her request.~~

~~(iii) Meetings of Committee~~

~~A safety and health committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.~~

~~(iv) Payment of Wages~~

~~A member of a safety and health committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the committee, and any time spent by the member while carrying out any of his/her functions as a member of the committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.~~

~~(v) Limitation of Liability~~

~~No member of a safety and health committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.~~

~~(vi) The Employer shall post and keep posted the names and work locations of all the members of the safety and health committee established for the work place controlled by the Employer in a conspicuous place or places where they are likely to come to the attention of employees.~~

~~(c) The Employer and the Union agree to continue appointments of existing safety and health representatives.~~

~~(i) The Employer shall, for each work place controlled by the Employer at which five or more employees are normally employed and for which no safety and health committee has been established, appoint the person selected pursuant to subsection (ii) as the safety and health representative for that work place.~~

~~(ii) The employees at a work place referred to in subsection (i) who do not exercise managerial functions shall, or, where those employees are represented by a trade union, the trade union shall, in consultation with any employees who are not so represented, select from among those employees a person to be appointed as the safety and health representative of that work place and shall advise the Employer in writing of the name of the person so selected.~~

~~(d) The following provisions will apply to the safety and health representatives:~~

~~(i) Powers of representative~~

~~A safety and health representative:~~

- ~~(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;~~
- ~~(b) shall participate in all inquiries and investigations pertaining to occupational safety and health, including such consultations as may be necessary with persons who are professionally technically qualified to advise the representative on such matters;~~
- ~~(c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;~~
- ~~(d) shall ensure that adequate records are kept on work accidents, injuries and health hazards, and shall monitor data relating to such accidents, injuries and hazards on a regular basis;~~
- ~~(e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and~~
- ~~(f) shall have full access to all government and employer reports relating to safety and health of the employees represented by the representative, but shall not have access to the medical records of any person except with the consent of that person.~~

~~(ii) Payment of Wages~~

~~— A safety and health representative is entitled to such time from work as is necessary to attend meetings or to carry out any other function as a safety and health representative of the committee and any time spent by the safety and health representative while carrying out his/her functions as a safety and health representative of the committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at work.~~

~~(iii) Limitation of Liability~~

~~— No safety and health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.~~

~~(iv) Posting of Name and Work Location~~

~~An employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of employees, the name and work location of the safety and health representative appointed for the work place controlled by the Employer.~~

~~32.03 The Employer shall make every reasonable effort to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.~~

~~32.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work relating to the construction, maintenance, installation, repair of power and plant facilities, sewage and water treatment facilities, the postponement of which could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.~~

~~32.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.~~

~~32.06 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request be able to obtain results of all specific medical, hearing or vision examinations conducted. Employees shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Personnel Department. Employees shall not refuse to take such medical, hearing or vision examinations.~~

~~32.07 Employees shall as soon as practical report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from joint health and safety committees.~~

~~32.08 Employees who are required to attend first aid and safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.~~

~~32.09 Transportation of Injured Workers~~

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

~~32.10 Right to Refuse Dangerous Work~~

~~An employee shall have the right to refuse to work in a dangerous situation.~~

- ~~(a) — “Danger” means any hazard or condition that could reasonably be expected to cause injury or illness to an employee, or other persons exposed thereto, before the hazard or condition can be corrected.~~
- ~~(b) — An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health and safety of any other employee, at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until the Chief Safety Officer, or his/her representative, has investigated the matter and advised him/her otherwise.~~
- ~~(c) — The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the safety committee have investigated the situation and deemed it to be safe.~~

~~32.11 The Right to Know~~

~~The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure.~~

ARTICLE 40

DISCIPLINARY ACTION

~~40.03 An employee absent from duty without leave or without due cause for a period of seven (7) calendar days shall be held to have abandoned his/her position and his/her services may be terminated.~~

ARTICLE 45

DURATION AND RENEWAL

45.01 – To Be Discussed

APPENDIX A

To Be Discussed

APPENDIX “D”

EXCLUSIONS

The Parties agree to the following exclusion criteria and exclusion procedures:

EXCLUSIONS CRITERIA

~~“Bargaining Unit” does not include a person who is determined, in accordance with the Exclusion Procedure outlined below, to perform management functions, or is employed in a confidential capacity in matters relating to industrial relations. The Canada Labour Relations Board’s interpretation of “management functions” and “employed in a confidential capacity in matters relating to industrial relations” shall apply.~~

EXCLUSION PROCEDURE — EXCLUSION OF MANAGERIAL OR CONFIDENTIAL PERSONS

~~1. — Where the Employer wishes to exclude a person from the bargaining unit based on the exclusion criteria described above and the Public Service Act, the Employer shall deliver to the Union a statement which includes the name of the position in question, the current incumbent, his/her job description and placement on the organization chart.~~

~~2. — Where the Union objects to the proposed exclusion of a position, as submitted by the Employer, it shall deliver to the Employer a notice of objection.~~

~~3. — Where the Union fails to deliver a notice of objection within twenty one (21) days of the receipt by the Union of the Employers’ proposal, the Union shall be deemed to have agreed to the exclusion of the position from the bargaining unit.~~

~~4. — Where the Union has delivered the requisite notice of objection pursuant to paragraph 2 above, the Union and the Employer shall attempt to resolve their differences and, where the two parties fail to reach an agreement within twenty one (21) days, either party may refer the matter to arbitration.~~

~~5. — Where a matter has been referred to arbitration, it shall be decided by a single arbitrator agreed to by the parties and Articles 31.21 to 31.24 shall apply. The Parties shall agree on an arbitrator within thirty (30) days of the reference to arbitration. The Parties shall make every effort to select an arbitrator who has availability to hear the matter within six (6) months from the date of selection.~~

~~6. — A person shall not be excluded until~~

~~(a) — the Union agrees with the Employer’s proposal that s/he should be excluded or fails to object within the time period specified in paragraph 3; or~~

~~(b) — an arbitrator has determined that s/he is excluded.~~

~~7. — The time prescribed may be extended by agreement of the parties.~~

LETTER OF UNDERSTANDING # 2

PROVISIONS FOR CHANGES IN SUPERANNUATION ACT OF CANADA (PSSA)

~~In the event the Corporation is removed from the provisions of the Public Service Superannuation Act of Canada (PSSA), the Supplementary Retirement Benefits Act (SRBA) and the Public Sector Pension Investment Board Act (PSPIBA), the provisions of Article 5.01 of the Collective Agreement will apply and the Collective Agreement will be reopened with a view to finding an appropriate substitute.~~

LETTER OF UNDERSTANDING #3

RE: TRANSPORTATION TO AND FROM WORK IQALUIT

~~The Corporation shall provide transportation to and from the Iqaluit Main Plant for all bargaining unit employees who work at the Iqaluit Main Plant .~~

LETTER OF UNDERSTANDING # 8

APPRENTICESHIP TRAINING PROGRAM

~~3. — Upon attainment of certification as a Journeyman, employees shall be paid at Step 3 of the appropriate Pay Grade.~~