

PROPOSALS
for a
COLLECTIVE AGREEMENT
between
NUNAVUT EMPLOYEES UNION
and
QULLIQ ENERGY CORPORATION

Negotiations: January 22, 2014

INTRODUCTION

Pursuant to the *Public Service Act*, the Nunavut Employees Union served notice to bargain on 18 September 2013. Consequently, the Nunavut Employees Union 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 December 31, 2013. With respect to those articles where no proposals for change have been made, the Union is proposing to renew these articles, and letters of understanding, according to the Collective Agreement expiring December 31, 2013.

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

Stephen Bedingfield, Spokesperson
Public Service Alliance of Canada

Article 12 – DESCRIPTION OF DUTIES

12.02 Upon hiring, or within thirty (30) calendar days of receipt of a written request from an employee, the Employer shall provide to the employee **and the Union** a job description containing the duties and responsibilities assigned for the position held by the employee, including the employee's pay grade and step, **and a copy of the current organizational chart.**

Article 14 – LEAVE – GENERAL

14.new Append to Article 14:

Where an Employee's leave is not approved on the basis of operational requirements, the Employer shall, at the time the leave is not approved, set out in writing the specific operational requirements which are the basis for the leave not having been approved.

Article 15 – VACATION LEAVE

15.02(c) to reply, as soon as possible in writing, to an employee's written vacation request but in any event not later than two (2) weeks from the date of receipt; **Where the Employer fails to reply to the employee within the two (2) week period, the requested vacation leave shall be deemed to be approved;**

15.07 Recall to Duty from Vacation Leave or **Cancellation of Approved Leave**

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

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

(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 in respect of any non-refundable deposits or non-refundable prearrangements associated with his/her annual leave;~~
employee in respect of any non-refundable deposits or non-refundable prearrangements associated with his/her annual leave;
- (d) **in respect of any additional costs or penalties incurred by the employee related to travel by the employee during his/her annual leave.**

15.new Append to Article:

Voluntary Unpaid Leave

A voluntary unpaid leave program will be offered to eligible employees, as follows:

- (a) Deduction of 1.9231% of regular salary and scheduling off up to a maximum of five days' leave at a future time within the fiscal year. Granting of leave will be subject to operational requirements being met to the satisfaction of the President or his/her designate.
- (b) New employees on initial hire are provided the opportunity to participate in the voluntary 1.9231% deduction and leave program.
- (c) Employees do not have the opportunity to change their option until the next fiscal year. In situations where employees would like to change their option, they must advise in writing of the change to their respective pay and benefits administration office at least four (4) weeks prior to the commencement of the applicable calendar year.
- (d) Employees who are hired after January 1 of a calendar year and who elect to participate in the voluntary 1.9231% deduction and leave program will be provided with leave equal to the amount of the deductions taken from the employee.
- (e) Employees who terminate prior to taking the approved leave will be reimbursed the full amount deducted from regular salary.
- (f) Preference will be given to employees to take earned annual leave before any voluntary leave deducted at 1.9231% of regular salary is approved.

Article 17 – BILINGUAL BONUS

17.01 ~~Where the Employer designates in writing that an employee is required during the course of his/her employment, to use two (2) or more of the official languages in Nunavut, that employee shall be paid a bilingual bonus of one thousand, five hundred dollars (\$1,500) per annum.~~

Effective January 1, 2014, all employees of QEC who speak two or more of the official languages of Nunavut shall be paid \$2500 per year.

Article NEW – BEREAVEMENT LEAVE

The body of Article 18.02, with the word "special" throughout the clause removed, becomes a separate new article titled "Bereavement Leave" before current Article 18.

Article 20 - OTHER TYPES OF LEAVE AND PAID TIME OFF

20.03 Other Leave With Pay

The Employer may grant leave with pay for purposes other than those specified in this Agreement, including military, **coast guard, search and rescue, Civil Air Search and Rescue Association**, or civil defence training and duties, and emergencies affecting the community or place of work.

20.new Append to Article:

Paid Leave for Citizenship Test and Citizenship Ceremony

The Employer will provide reasonable time off with pay in order for an employee to take a Canadian citizenship test and to attend a citizenship ceremony where said employee takes an oath of Canadian citizenship.

Article 26 – STANDBY PAY

- 26.01 (a) Where the Employer requires an employee to be available on standby during the off-duty hours, an employee shall be entitled to a standby pay equal to one hour for each eight (8) consecutive hours, or portion thereof, that he/she is on standby, except on his/her day of rest and designated paid holiday.

For any period of standby on a day of rest or designated paid holiday, the employee shall be entitled to standby pay equal to three hours.

- (b) ~~(i) In lieu of standby pay specified in Article 26.01(a) and overtime pay specified in Articles 22 and 26 for regular plant checks, Superintendents, Operators and/or Assistant Operators shall be paid a daily allowance of one (1) hour pay at their regular rate of pay for each day a plant check is performed, payable bi-weekly.~~
- (ii) Where operational requirements permit, ~~these employees~~ **Superintendents, Operators and/or Assistant Operators** shall be entitled at their request and with prior approval of the Employer, to time off from performing standby. The employee must request a minimum of one day of relief from standby.
- (iii) Plant Superintendents and Assistant Operators are required as a condition of employment to have a telephone installed at home and therefore the Employer will arrange to have telephones installed in the homes of the Plant Superintendents and the Assistant Operators and the Employer shall pay for the monthly charges. The telephones services shall be long distance restricted and designated for the business purposes of the Employer.

26.new Append to Article:

Discretionary Leave

- (a) An employee who has worked standby for a minimum of one hundred (100) separate occasions in a calendar year shall be entitled to an additional four (4) days of discretionary leave with pay. These discretionary leave days shall be used at the sole discretion of the employee.
- (b) An employee who has worked a minimum of one hundred (100) hours of overtime in a calendar year shall be entitled to an additional four (4) days of discretionary leave with pay. These discretionary leave days shall be used at the sole discretion of the employee.

Article 28 – PAY ADMINISTRATION

28.new Append to Article:

Recognition for Prior Related Experience

Newly hired and promoted employees of QEC will be credited with an one pay level increment for each two (2) years' prior related experience they have in their field with another employer.

Article 31 – GRIEVANCE PROCEDURE

31.07(b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the ~~suspension~~ **discipline** or dismissal of an employee, the employee shall be advised in writing at least ~~twenty-four (24) hours (and where practicable,~~ seventy-two (72) hours) in advance of the meeting of his/her right to have a representative of the Union at the meeting. **The Employer shall immediately advise the Union of all such requests for meetings with employees. At the employee's request or the Union's request, the meeting will be postponed for a maximum of three (3) working days.**

Article 34 - CLOTHING AND PROTECTIVE EQUIPMENT

34.04 Linemen shall be reimbursed upon providing receipts to the Employer, up to ~~\$300~~ **\$1000** annually for the purchase of safety work boots. Any amounts expended, but not reimbursed may be carried forward to the following year, but such amounts cannot exceed the ~~\$300~~ **\$1000** yearly maximum. Amounts carried forward will be paid on the first pay period following April 1st of the following year. A lineman must complete one year of continuous service in order to become eligible for the allowance.

Article 36 – JOINT CONSULTATION

36.05 UMCC Structure

Four (4) union representatives will be ~~elected/selected from amongst bargaining unit members representing workers in diverse regions of Nunavut.~~ **to represent the membership of the bargaining unit including but not limited to one technical advisor from the Union.**

No less than two (2) and no greater than four (4) management representatives will be appointed by the Employer.

Article 38 – CONTRACTING IN AND CONTRACTING OUT

38.01 ~~The Employer will make every reasonable effort of continued employment in the Corporation's service of employees who will otherwise become redundant because work is contracted out or contracted in and, the Employer agrees to notify the Union in writing and consult with the Union in advance of any such proposed personnel action or change affecting employees. Further, no employee of the bargaining unit on strength will be laid off solely as a result of the Employer contracting out or contracting in bargaining unit work.~~

There shall be no contracting out of bargaining unit work.

Article 40 – DISCIPLINARY ACTION

40.new1 Insert before Article 40.01:

Progressive Discipline

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, any imposed discipline shall progress through a documented record of warnings (oral or written) and/or suspensions, and which shall precede dismissal for just cause.

40.new2 Insert before Article 40.02:

A Representative of the Union shall be present at all meetings where the Employer intends to impose discipline or dismiss an employee.

40.05 Any document or written statements related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2) years~~ **one (1) year** has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during that period.

40.06 An employee who submits his/her written resignation to the Employer may, within ~~one~~ **three (3)** working days from the date of resigning (**not including the day of resignation**), withdraw his/her resignation. The Employer will not process this resignation until this period has elapsed.

Article 42 – PROTECTIVE CLOTHING SUBSIDY

42.01 On September 1st of each year, eligible employees shall be reimbursed an annual personal protective clothing allowance of up to ~~\$800.00~~ **\$2000** upon submitting receipts (for the period of September 1st of the previous year to August 31st) to the Employer as follows:

Article 45 - Duration and Renewal

45.01 Subject to agreement on all other proposals and issues, amend the term of the collective agreement to read as follows:

The term of this Agreement shall be from January 1, ~~2014~~ **2014** to December 31, ~~2013~~ **RESERVE**. Changes to pay schedules in Appendix A and A1 (**RESERVE on references to schedules**) shall be effective on the dates specified in the schedules. All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

Article NEW – FINANCIAL PENALTY

Insert new article titled "Financial Penalty" after Article 47 as follows:

- fp.01 The Employer will be assessed a financial penalty payable to the Union for any infraction defined as follows:
- (a) a wilful violation of the Collective Agreement; or
 - (b) an action that violates the spirit of a respectful workplace; or
 - (c) an action which misleads, colludes with or coerces an employee to violate, or submit to an act which violates, the Collective Agreement or the good order of the Union.

An alleged infraction defined under this Article will be referred directly to arbitration under the provisions Article 31, and the arbitrator shall be directed to arbitrate on the merits of the allegation and assess such financial penalty as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

Appendix A – HOURLY RATES

RESERVE on Rates

Appendix A1 – CONTINUOUS SERVICE BONUS

RESERVE on Rates

Appendix A2 – ANNUAL LOCATION ALLOWANCE

Replace "Arctic Bat" with "Arctic Bay"

[Housekeeping]

RESERVE on Rates

Appendix C – RATES OF PAY FOR APPRENTICES

RATES OF PAY FOR APPRENTICES

Persons employed as apprentices in accordance with approved territorial or provincial apprenticeship programs shall be paid a percentage of the applicable journeyman rate of pay in accordance with the following provisions:

- (a) on appointment and in the first six (6) months of the apprenticeship program, at a rate equivalent to ~~sixty three percent (63%)~~ **sixty eight percent (68%)** of the journeyman rate.
- (b) in the second six (6) months of the apprenticeship program, at a rate equivalent to ~~sixty eight percent (68%)~~ **seventy three percent (73%)** of the journeyman rate.
- (c) in the second year of the apprenticeship program, at a rate equivalent to ~~seventy three percent (73%)~~ **seventy-eight percent (78%)** of the journeyman rate.
- (d) in the third year of the apprenticeship program, at a rate equivalent to ~~eighty three percent (83%)~~ **eighty-eight (88%)** of the journeyman rate.
- (e) in the fourth year of the apprenticeship program, at a rate equivalent to ~~ninety three percent (93%)~~ **ninety-eight percent (98%)** of the journeyman rate.
- (f) the Employer will pay the Apprentice while attending trade courses his/her current hourly rate of pay, however, the Apprentice will reimburse the Employer for any salary allowances received from the Territorial Government and the Federal Government or any other allowances in lieu of salary.

NOTE: Apprentices taking an apprenticeship program at the time of the signing of this Agreement shall be offered a full-time indeterminate position at the successful completion of their apprenticeship program.

Letter of Understanding

Between

Qulliq Energy Corporation (QEC “Employer”)

and

Nunavut Employees Union (NEU “Union”)

Re: QEC local 007 monthly union meetings

WHEREAS

The Employer and the Union have met in an attempt to reach an agreement on the issue of monthly local meetings

NOW THEREFORE

1. The employer and the union have agreed as follows with respect to the provisions of having monthly local 007 union meetings at 4:00 pm EST the last Friday of each month.
2. Employees must have Supervisor permission to attend meeting. All members should get permission in the form of an e-mail.
3. Advance notice of meetings. Announcements/changes of meetings will be sent to Union Members distribution list as well as all Supervisors and all Management distribution lists.
4. QEC could take away this privilege with cause in order to prevent abuse of having these meetings.
5. Operational Requirements take precedent over these meetings.

Letter of Understanding

Between

Qulliq Energy Corporation (QEC “Employer”)

and

Nunavut Employees Union (NEU “Union”)

Re: Inuit Employment Plan

1. The parties agree on the value and benefit of the Employer having a comprehensive Inuit Employment Plan which substantially reflects the Nunavut Land Claims Agreement.
2. To this end the Employer will strike an ad hoc committee, consisting of four (4) Employer representatives and four (4) Union representatives, to meet from time to time for the purpose of developing an Inuit Employment Plan which conforms to the Nunavut Land Claims Agreement. The Inuit Employment Plan must be developed, approved by the Employer, and implemented during the life of this Collective Agreement.
3. The Union retains all rights to grieve any matter relating to the development, approval, or implementation of the Inuit Employment Plan.