

Collective Agreement  
between  
Qulliq Energy Corporation  
and  
Nunavut Employees Union

Expires December 31, **2016**

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## ARTICLE 1

### PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the 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, promote the well-being and increase the productivity of the employees to the end that Nunavut will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Common-Law Partner": A Common Law relationship exists when an employee certifies by Statutory Oath or Declaration that he/she has, for a continuous period of at least one year, lived with another person and has publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if the person were his/her spouse.
  - (c) "Continuous Service" means the period of uninterrupted employment with the Corporation, the Nunavut Power Corporation, the Northern Canada Power Commission, the Northwest Territories Power Corporation, the Government of the Northwest Territories and the Public Service (as defined in the *Public Service Act*). Where an employee other than a casual ceases to be employed for a period of ninety (90) calendar days or less by reason of end of term, lay-off or voluntary termination of employment, his/her periods of employment shall be considered as continuous service.
  - (d) "Corporation" means Qulliq Energy Corporation.
  - (e) "Day of Rest": in relation to an employee, means a day, other than a holiday, on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of being on leave of absence.
  - (f) "Dependant" means:
    - (i) the spouse of an employee who is residing with the employee;
    - (ii) any child of the employee who:

- (a) is attending school or is a student at some other institution and is under the age of 21;
  - (b) is under 21 years of age and dependent upon the employee for support or;
  - (c) is 21 years of age or older and dependent upon the employee by means of mental or physical infirmity.
- (g) “Dismissal” means the termination of employment for any reason other than:
  - (i) the employee’s abandoning his/her position;
  - (ii) the termination of service arising from the death of the employee;
  - (iii) the termination of service occasioned by the voluntary retirement or resignation of an employee;
  - (iv) the termination of service occasioned by the lay-off of an employee; and,
  - (v) the termination of service occasioned by rejection on probation in accordance with the *Public Service Act*;
- (h) “Employee” means a member of the Bargaining Unit and who is an employee under the *Qulliq Energy Corporation Act* and includes:
  - (i) an “indeterminate employee” which means a person employed for an indeterminate period;
  - (ii) a “part-time employee” which means a person who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month and whose terms of employment are governed by Article 46;
  - (iii) a “student casual employee” which means a person employed for work of a temporary nature and whose terms of employment are governed by Appendix I;
  - (iv) a “term employee” which means a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months.
- (i) “Employer” means the Government of Nunavut as represented by the Minister Responsible for the *Public Service Act* or his/her designate.
- (j) “Holiday” means:
  - (i) in the case of a shift that does not commence and end on the same day, the twenty-four hour period commencing from the time at which the shift commenced on a day designated a holiday in this Agreement;
  - (ii) in any other case, the twenty-four hour period commencing at 12:01 am on a day designated as a paid holiday in this Agreement.
- (k) “Lay-Off” means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function.
- (l) “Leave of Absence” means permission to be absent from duty.
- (m) “May” shall be regarded as permissive.



- (n) "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 an initiation fee, insurance premium, or special levy.
- (o) "Position" means an aggregation of duties, tasks and responsibilities requiring the services of one employee.
- (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.**
- (q) Rates of Pay:
  - (i) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088;
  - (ii) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his/her regularly scheduled daily hours of work;
  - (iv) "daily rate" means an employee's hourly rate of pay times his/her normal number of hours worked per day.
- (r) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (s) "Shall" and "Will" are imperative.
- (t) "Union" means the Nunavut Employees Union.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Public Service Act* or in the Regulations made in said Act, or in the *Nunavut Employees Union Act*, have the same meaning as given to them in those Acts; and
- (b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a), have the same meaning as given to them in the *Interpretation Act*.

2.03 "Headquarters", when modified by the word "employee's", means the settlement in which the employee's position is located. In other context, it may refer to the Regional Offices for Qikiqtaaluk or Kivalliq or Kitikmeot Regions, the Corporate Head office in Baker Lake, or the Territorial Executive Office in Iqaluit.

### **ARTICLE 3**

#### APPLICATION

3.01 The provisions of this Agreement apply to the Union, the employees and the Employer.

- 3.02 It is agreed that supervisors shall not, subject to operational requirements, perform the work of non-supervisory employees.

## **ARTICLE 4**

### RESERVE

## **ARTICLE 5**

### FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly renders null and void 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 at the request of either party and the negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

## **ARTICLE 6**

### MANAGERIAL RIGHTS AND RESPONSIBILITIES

- 6.01 Except as specifically provided herein, nothing in this Agreement shall limit the Employer in the exercise of its function of management under which it shall have, among other things, the right to direct the working force to the end that the Employer's customers will be well and efficiently served.

## **ARTICLE 7**

### RECOGNITION

- 7.01 The Employer recognizes the Union as the exclusive bargaining agent for the employees to whom this Agreement applies.

- 7.02 Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, religious or political affiliation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

## **ARTICLE 8**

### **APPOINTMENT OF STEWARDS**

- 8.01 The Employer acknowledges the right of the Union to appoint employees as Stewards. The Union will provide the Employer with the names of all representatives, the jurisdiction they represent, a contact number and work location before the Employer is required to recognize them.
- 8.02 The Employer and the Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the Plan of Organization, the distribution of employees at each work place and the administrative structure implied by the grievance procedure. The Union shall notify the Employer in writing of the names of its Stewards and their area of jurisdiction.
- 8.03 The Employer shall not discriminate in any way against a member of the bargaining unit who has been appointed a Steward.

## **ARTICLE 9**

### **TIME OFF FOR STEWARDS**

- 9.01 A Steward shall obtain the permission of his/her immediate supervisor before leaving work to investigate complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify his/her supervisor, where practicable.
- 9.02 Pursuant to the above clause, the Steward shall be granted time off with pay during his/her regularly scheduled hours of work. The Steward is responsible for entering the appropriate code and time taken for union matters in the Employer's Payroll System.

## **ARTICLE 10**

### **CHECKOFF**

- 10.01 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 dues from the pay of all employees to whom this Agreement applies.
- 10.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee, defined in Clause 10.01.
- 10.03 For the purpose of applying Clause 10.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deduction from subsequent salary.

- 10.04 No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees to whom this Agreement applies. Employee social clubs may request to have fees deducted by the Employer from the pay of employees to whom this Agreement applies, upon the written authorization of the employee.
- 10.05 The amounts deducted in accordance with Clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque or direct deposit 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.
- 10.06 The Employer agrees to continue the practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 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 report annually on each employee's T4 slip the total amount of union dues deducted for the preceding taxation year.

## **ARTICLE 11**

### **INFORMATION**

- 11.01 The Employer agrees to supply each employee with a copy of the Collective Agreement. The Employer shall provide a 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 within** seven (7) days with the name, workplace community, job title, position number and Pay Grade and Step of the new employee.
- (b) The Employer agrees to supply the Union with the information referred to in (a) above for all bargaining unit members and an organization chart showing all positions in the Corporation on a quarterly basis.
- (c) The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 11.03 The Employer shall provide bulletin boards for the use of the Union at sites to be determined by the Employer and the Union.
- 11.04 The Employer shall furnish prospective employees with a comprehensive information brochure in regard to terms and conditions of employment prior to hiring.
- 11.05 Upon request, an employee will be provided with a copy of the Collective Agreement translated into Inuktitut, Inuinnaqtun or French.

- 11.06 In the event of a disagreement between versions of the Collective Agreement, the English version will govern.

## ARTICLE 12

### DESCRIPTION OF DUTIES

- 12.01 The Employer agrees to provide and retain on file an accurate position description for every position.
- 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 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 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 Employee is 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.
- 13.02 Arbitration Hearings (Disputes)
- (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an arbitration hearing;
  - (b) Employee Called as a Witness  
The Employer will grant leave with pay to an employee called as a witness before an arbitration hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.
- 13.03 **An employee taking leave under this Article shall, prior to the commencement of the leave, notify his/her immediate supervisor, by email, of the duration of the leave.**
- 13.04 Arbitration Hearings (Grievance)
- (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.
  - (b) Employee Who Acts as a Representative  
Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is party to the grievance.

(c) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

**13.05 Contract Negotiations Meetings**

Upon reasonable notification from the Union, the Employer will grant leave with pay for four (4) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations for the renewal of this Agreement.

**13.06 Preparatory Contract Negotiations Meetings**

Where operational requirements permit and upon reasonable notification from the Union, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

**13.07 Meetings between Employee Organizations and Management**

Where operational requirements permit and upon reasonable notification from the Union, the Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

**13.08 Employee Organization Executive Council Meetings, Congress and Conventions**

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.

**13.09 Representatives Training Course**

Where operational requirements permit and upon reasonable notification from the Union, the Employer will grant reasonable leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

**13.10 Time Off for Representatives**

- (a) A representative shall obtain the permission of his/her immediate supervisor before leaving work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably denied.
- (b) The representative shall make every reasonable effort to report back to his/her supervisor before resuming normal duties.
- (c) Where an employee and his/her representative are involved in the process of a grievance, they shall be granted time off with pay.

**13.11 The Employer will upon reasonable notification from the Union, grant leave without pay for four (4) employees:**

- (a) To participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and

- (b) To present briefs to Unions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

**13.12 Leave for Elected Officers**

- (a)
  - (i) Employees elected as President, 1st Vice-President, 2nd Vice-President and Regional Vice-Presidents of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
  - (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- (d) Such employees shall be entitled to an increment each year of their leave of absence in accordance with Appendix A.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (f) Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.
- (g) Notwithstanding article 13.12(f), the Employer may make an offer of employment to such employees to a position inside the bargaining unit should such employees bid on a competition and be the successful candidate.

**13.13** Upon reasonable notification, the Employer will grant leave without pay to allow the Public Service Alliance of Canada National Director of the Northern Region to perform his/her duties.

**13.14 Interim Action Pending Decision**

When the status of leave granted by the Employer cannot be determined until an arbitrator has given his/her decision, leave of absence with pay shall be granted pending final determination of the appropriate leave status.

**13.15** The Employer shall grant time off with pay to:

- (a) An employee who is party to a staffing or classification appeal.
- (b) An employee who represents an employee who is party to a staffing appeal.

- (c) Up to two (2) employees who are delegated to represent the Union in a staffing or classification appeal proceeding.

**13.16** The Employer agrees that leave pursuant to this Article will not be unreasonably denied.

## **ARTICLE 14**

### LEAVE - GENERAL

- 14.01 When the employment of an employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated by death or lay-off, the employee is considered to have earned that amount of leave with pay.
- 14.02 If at the end of a calendar year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less than one full hour, the entitlement shall be increased to the next full hour.
- 14.03 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed or at the time when he/she becomes subject to this Agreement, shall be retained by the employee.
- 14.04 Employees shall have access to view the balance of their vacation and sick leave credits at all times through the Employer's Payroll System.
- 14.05 **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

- 15.01 An employee who has earned at least ten (10) days pay in a calendar month shall earn vacation leave credits for that month at the rate of:
  - (a) one decimal three seven five (1.375) days per month (equivalent of sixteen decimal five (16.5) days per year) if he/she has completed less than two (2) years of continuous service;
  - (b) one decimal seven nine (1.79) days per month (equivalent of twenty one decimal five (21.5) days per year) if he/she has completed two (2) years of continuous service;
  - (c) two decimal zero eight (2.08) days per month (equivalent of twenty-five (25) days per year) if he/she has completed six (6) or more years of continuous service;
  - (d) two decimal five (2.5) days per month (equivalent of thirty (30) days per year) if he/she has completed twelve (12) or more years of continuous service;



- (e) two decimal nine two (2.92) days per month (equivalent of thirty-five (35) days per year) if he/she has completed twenty (20) or more years of continuous service.

#### 15.02 Granting of Vacation Leave

In granting vacation leave with pay to an employee, the Employer shall, subject to unforeseen emergencies or unusual operational requirements of a temporary nature, make every reasonable effort:

- (a) not to recall an employee to duty after he/she has proceeded to vacation leave;
- (b)
  - (i) to grant the employee vacation leave during the period requested, providing the employee completed the appropriate vacation leave application form and submitted it to the Employer;
  - (ii) to grant employees their vacation preference and in situations where two (2) or more employees express a preference for the same period of vacation leave, length of service will prevail. If an employee applies to change the date of his/her initial vacation leave request after it has been approved, and such request conflicts with a leave request of another employee, length of service will no longer be the determining factor in granting the amended leave application;
- (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;
- (d)
  - (i) where in any calendar year an employee has not been granted all of the vacation leave credited to him/her, the unused portion of vacation leave shall be carried over into the following calendar year;
  - (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 **third pay period of the year**. Such cash payment will be based on the employee's current straight time rate.
- (e) Once vacation leave has been authorized by the Employer, subject to the foregoing, the Employer shall not alter or cancel the leave without first notifying the employee in writing of the reason. Where the Employer has altered or cancelled the employee's vacation leave, the Employer will give reasonable consideration to alternatives suggested by the employee. If the Employer still decides to alter or cancel previously approved vacation leave, the Employer shall make every reasonable effort to reschedule the employee's vacation leave in accordance with the request. The Employer shall give no less than five (5) days written notice in the event an employee's vacation is to be altered or cancelled, except in the event of an emergency situation requiring the skills of the employee.

15.03 An employee is entitled to vacation leave with pay to the extent of his/her earned credits, but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the duration of the calendar year.

15.04 If, while on vacation leave, an employee is granted any other type of authorized leave or a “designated paid” holiday, he/she shall be granted such other leave as applicable and the vacation leave credits shall be adjusted accordingly.

15.05 Leave When Employment Terminates

On termination, an employee or his/her estate shall be paid by direct deposit or cheque for any outstanding vacation leave credits, based on his/her daily rate of pay immediately prior to termination.

15.06 Notwithstanding Clause 15.05, an employee whose employment is terminated by reason of a declaration that he/she has abandoned his/her position is entitled to receive payment referred to in Clause 15.05, if he/she requests it within six (6) months following the date upon which the employment is terminated. If, after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his/her entitlement shall lapse.

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 approved vacation leave** and, wherever possible, shall assign duties to employees currently on strength prior to resorting to a recall **or cancellation**.

**(a) 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:**

- (i) in proceeding to his/her place of duty;**
- (ii) in respect of any non-refundable deposits or non-refundable prearrangements associated with his/her vacation leave;**
- (iii) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during his/her vacation leave;**
- (iv) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled;**

**after submitting such accounts as are normally required by the Employer.**

**(b) When an employee has his/her approved vacation leave cancelled before the commencement of the vacation leave, he/she shall be reimbursed for reasonable expenses that he/she incurs as normally defined by the Employer:**

- (i) in respect of any non-refundable deposits or non-refundable prearrangements associated with his/her vacation leave;**
- (ii) In respect of any additional costs or penalties incurred by the employee related to travel by the employee during his/her vacation leave;**

**after submitting such accounts as are normally require by the Employer.**

- 15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled, under Clause 15.07 to be reimbursed for reasonable expenses incurred by him/her.

## **ARTICLE 16**

### DESIGNATED PAID HOLIDAYS

- 16.01 Subject to Clause 16.02, the following shall be designated paid holidays for employees:

- (a) Good Friday
- (b) Easter Monday
- (c) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday
- (d) Canada Day
- (e) Nunavut Day
- (f) Labour Day
- (g) The day fixed by Order of the Government of Nunavut as a general day of Thanksgiving
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) New Year's Day
- (l) One additional day in each year that, in the opinion of the Employer, is recognized to be a territorial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a territorial or civic holiday, the first Monday in August; and
- (m) Any day proclaimed by an Act of Parliament as a national holiday other than a designated paid holiday mentioned above shall be proclaimed as a designated paid holiday.
- (n) Where the employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.
- (o) In communities where Hamlet Day is designated a municipal holiday, the Employer agrees to allow employees one half (½) day (4 hours) to participate in events.

- 16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 13.

- 16.03 No employee is entitled to be paid for a designated paid holiday on which he/she does not work when he/she is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days preceding the holiday.
- 16.04 When a day designated as a paid holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following the day of rest.
- 16.05 When a day designated as a paid holiday for an employee is moved to another day under the provisions of Clause 16.04:
- (a) work performed by an employee on the day from which the 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 holiday was moved shall be considered as work performed on a holiday.
- 16.06 Compensation for Work on a Holiday
- (a) Where an employee works on a holiday he/she shall be paid:
    - (i) compensation for all hours worked on the holiday at the rate of two (2) times his/her regular rate of pay for all hours worked, in addition to the pay that he/she would normally have been granted had he/she not worked on the holiday, or;
    - (ii) where the employee so requests compensation for all hours worked on the holiday at the rate of two (2) times his/her regular rate of pay for all hours worked, in addition to banked hours in lieu of the pay that he/she would normally have been granted had he/she not worked on the holiday, up to the maximum set under article 22.11(c).
  - (b) Subject to operational requirements, lieu days will be granted at a time requested by an employee including days continuous to the employee's vacation leave.
  - (c) Unused lieu days in excess of six (6) days as of December 31 of each calendar year shall be liquidated in cash during the first pay period in February. Such cash payment will be based on the employee's current straight time rate.
- 16.07 All regularly scheduled hours worked by employees between 1600 hours (4:00 pm) and 2400 hours (midnight) on December 24 and December 31 will be paid at the rate of two (2) times the employee's regular rate of pay.

## **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.

## ARTICLE 18

### SPECIAL LEAVE

- 18.01 (a) An employee who has earned at least ten (10) days pay in a calendar month shall earn special leave credits for that month at the rate of:
- (i) 2.67 hours per month where an employee's regular scheduled hours per day are 8, or;
  - (ii) 2.5 hours per month where an employee's regular scheduled hours per day are 7.5, or;
  - (iii) where an employee's regular scheduled hours per day are less than 7.5, entitlement shall be pro-rated based on his/her daily hours.
- (b) An employee entitled to special leave with pay may receive an advance of credits equivalent to the anticipated credits for the duration of the calendar year. Advanced credits shall be recovered from final pay should an employee terminate his/her employment.
- (c) Where in any calendar year an employee has not been granted all of the special leave credited to him/her, the unused accrued hours shall be carried over into the following calendar year to a maximum of thirty (30) days.

#### 18.02 Bereavement Leave

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child, stepchild, or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, and a relative permanently residing in the employee's household or with whom the employee resides permanently.

- (a) Where a member of his/her immediate family dies, an employee shall be granted special leave with pay for a period of up to five (5) days and, in addition, may be granted up to three (3) days special leave for the purpose of travel. Such special leave shall not be unreasonably denied.
- (b) An employee shall be granted special leave with pay, up to a maximum of one (1) day, in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or 'any person after whom the employee is named, either formally or by custom'. The one (1) day may be increased to two (2) days if necessary for the employee to attend the funeral. Such leave shall not be unreasonably denied.
- (c) An employee shall be granted special leave with pay to a maximum of four (4) hours to attend the funeral of an elder in the employee's community or to perform the duties of a pallbearer at a funeral in the employee's community.
- (d) When an employee is on duty for Corporation business and a death occurs in the family, the Employer shall make every reasonable effort to ensure that the employee is returned to his/her headquarters within twenty four (24) hours of the death.

### 18.03 Special Circumstances

Special Leave may be granted for a period of up to five (5) days where exceptional circumstances not directly attributable to the employee prevent his/her reporting to duty, including:

- (a) serious household or domestic emergencies;
- (b) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
- (c) school closures or daycare closures;
- (d) serious community emergencies, where the employee is required to render assistance;
- (e) search and rescue, Civil Air Search and Rescue Association and civil defense duties;**
- (f) Canadian citizenship tests and Canadian citizenship ceremonies.**

## ARTICLE 19

### SICK LEAVE

#### 19.01 Credits

- (a) An employee shall earn sick leave credits at the rate of one decimal twenty-five (1.25) days for each calendar month for which he/she receives pay for at least ten (10) days.
- (b) Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken. An employee's entitlement to sick leave will be converted from days to hours as follows:
  - (i) employees whose standard hours are 40 hours weekly will have their total entitlement to sick leave in days multiplied by 8.
  - (ii) employees whose standard hours are 37.5 hours weekly will have their total entitlement to sick leave in days multiplied by 7.5.

#### 19.02 Granting of Sick Leave

An employee is eligible for sick leave with pay when unable to perform his/her duties because of illness or injury, provided that:

- (a) he/she satisfied the Employer of this condition in such a manner and at such time as may be determined by the Employer; and
- (b) he/she has the necessary sick leave credits.

- 19.03 (a) A statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of 19.02(a):

- (i) if the period of leave requested does not exceed three (3) consecutive days; and
    - (ii) if, in the current calendar year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him/her.
  - (b) Notwithstanding (a) above, in circumstances where the Employer has reason to believe that an employee is abusing sick leave, the Employer may request a medical certificate confirming the medical condition of the employee. The Employer shall copy the Union on such correspondence.
- 19.04 An employee is not eligible for sick leave with pay during any period while on leave of absence without pay or under suspension.
- 19.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 19.02, sick leave with pay, may, at the discretion of the Employer, be granted:
- (a) for a period of up to thirty-five (35) work days if he/she is awaiting a decision on an application for injury-on-duty; or
  - (b) for a period of up to twenty-five (25) working days if he/she has not submitted an application for injury-on-duty, subject to the deduction of such advanced leave from any sick leave credits subsequently earned or from his/her remuneration on termination, except as provided in Clauses 14.01 or 14.02.
- 19.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay subject to the deduction of such advanced leave from any sick leave credits subsequently earned or from his/her remuneration on termination, except as provided in Clauses 14.01 or 14.02.
- 19.07 Travel Expenses - Illness of Employee or Dependant
- (a) If an employee or a dependant makes a journey from the employee's place of employment to secure medical or dental treatment, including orthodontic for dependants 18 years or younger, the travelling expenses incurred shall be paid by the Employer provided that the payment shall not exceed the amount of the return travel expenses to the point of departure, including the cost of ground transportation from the air terminal to the treatment centre at the point of departure, or to the nearest place where adequate medical or dental treatment could be obtained, whichever would result in the lesser expense.
  - (b)
    - (i) If it is necessary and at the request of a qualified medical or dental practitioner that the employee or dependant be accompanied on the journey by an escort, the Employer shall reimburse the expenses referred to in subsection (a).
    - (ii) If it is necessary and at the request of a qualified medical or dental practitioner that the employee or a dependant be accompanied on the journey by a member of the immediate family, the Employer shall in

addition to the expenses referred to in subsection (a) compensate the travel expenses of such person to a maximum of twenty five (25) consecutive days.

- (iii) In the event the employee or dependent medical travel exceeds twenty five (25) days, the Employer shall reimburse up to fifty dollars (\$50) per day for accommodation, meals and local transportation to a maximum of forty (40) days.
  - (iv) Escorts or members of the immediate family will be granted travel expenses under this provision for orthodontic treatment.
  - (v) Escorts or members of the immediate family will not be granted travel expenses under this provision for elective medical treatment.
- (c) (i) "Travel expenses" referred to in subsection (a) shall, for the purpose of this Agreement, be reimbursed based on the transportation, accommodation, meal and incidental rates as identified in Appendix B of the Collective Agreement. The Union and the Employer recognize the high cost of transportation and employees are encouraged to use excursion fares where available. Where medical or dental appointments are amended by the health system or for legitimate personal reasons after the employee have booked excursion rates, the Employer will be responsible for cancellation or rebooking fees incurred in purchasing excursion tickets.
- (ii) The allowable meal allowances for dependants are as follows:
- (a) employee's dependants ten (10) years of age or over receive the daily allowance but no incidentals;
  - (b) employee's dependants under ten (10) years of age receive one-half of the daily allowance but no incidentals;
  - (c) where it is necessary that the spouse or child travels alone, the spouse or child will receive the incidental allowance.
- (d) No payment will be made pursuant to this Section unless the claim for travel expenses is supported by certification on such form as provided by the Employer by a qualified medical or dental practitioner that treatment was urgently required and could not be provided by facilities or services available at the place of employment of the employee concerned.
- (e) In the case of employees or their dependants receiving specialized treatment as outpatients at a recognized medical or dental treatment centre, travel expenses shall be paid to a maximum of twenty (25) consecutive days.
- (f) In the event the employee or dependent medical travel exceeds twenty five (25) days, the Employer shall reimburse up to fifty dollars (\$50) per day for accommodation, meals and local transportation to a maximum of forty (40) days.

19.08 An employee who is required to travel outside his/her place of employment in order to secure medical or dental treatment, under the provisions of Clause 19.07, may, with the approval of the Employer, be granted additional leave with pay for the purposes of travelling. Such additional leave granted by the Employer is not to exceed the lesser of two (2) days or the actual time required to travel return between the employee's place of



employment and the medical or dental treatment centre and is not to be charged against the employee's sick leave credits. Such leave will not be unreasonably denied.

- 19.09 It is agreed that psychiatric treatment shall be included under the provisions of Clause 19.07 and Clause 19.08 of the Agreement.

## **ARTICLE 20**

### **OTHER TYPES OF LEAVE AND PAID TIME OFF**

#### **20.01 Court Leave**

Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay, or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate or coroner;
  - (iii) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons otherwise than in the performance of the duties of his/her position;
  - (iv) before the Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

When such leave of absence with pay is granted for shift workers, it shall cover the twenty-four (24) hour period during which the prescribed duty is performed.

#### **20.02 Injury-on-Duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the territorial Workers' Compensation Board that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties, and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of his/her employment, or;
- (c) over exposure to radioactivity or other hazardous conditions in the course of employment, if the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure.

Notwithstanding the foregoing Section, the Employer may grant injury-on-duty leave in the case of an employee where the territorial Workers' Compensation Board has ruled against the claim.

An employee who is awaiting a decision of the Workers' Compensation Board may be granted sick leave credits in accordance with Clause 19.05 if the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure.

#### 20.03 Other Leave With Pay

The Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community or place of work.

#### 20.04 Leave Without Pay

The Employer may grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to full-time municipal office.

#### 20.05 Paid Time Off

Every employee who is a qualified elector shall, for the purpose of voting in a federal, provincial, territorial or municipal election, be excused from duty for a period specified in the appropriate legislation to vote during the time the polls are open.

#### 20.06 The Employer agrees to:

- (a) grant reasonable time off for an employee to undergo an examination for a Public Service position;
- (b) excuse an employee from duty for up to two (2) hours in any one (1) day to attend to such personal matters as appointments with school authorities, appointments with day care workers, medical dental appointments and blood donations, provided that the appointment cannot be scheduled outside of the Employee's regularly scheduled working hours.

#### 20.07 Rest Periods

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each, one (1) in the first half (1/2) and one (1) in the second half (1/2) of each shift.

#### 20.08 Time Away

- (a) The Employer will make every reasonable effort to restrict travel outside the employee's place of work that requires absence from home beyond a period which includes two (2) consecutive weekends.
- (b) An employee who is required to perform work outside of his/her normal place of work and is unable to return to his/her normal work location for a period in excess of two (2) consecutive weeks shall be granted one (1) day of leave with pay for each consecutive two (2) week period in the field. Leave shall be accumulated or paid out in accordance with Article 22.11(c).

- (c) For the purpose of Clause 20.08(b), “consecutive weeks” shall include all days where an employee was unable to return to his/her normal work location for a period of more than forty-eight (48) consecutive hours.

20.09 (A) Maternity Leave

- (a) (i) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
  - (ii) The Employer may:
    - (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
    - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
    - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
  - (iii) Leave granted under this Clause shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay.
- (b) (i) After completion of six (6) months continuous service, an employee who provides the Employer with proof that she has applied for and is receiving employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
  - (ii) An applicant under this provision shall sign an agreement with the Employer providing:
    - (a) that she will return to work and remain in the Employer’s employ for a period of at least six (6) months after her return to work;
    - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer’s consent.
  - (iii) Should the employee fail to return to work as per the provisions of this provision the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

- (c) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
  - (i) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay.
  - (ii)
    - (a) for a full-time employee, the weekly rate of pay referred to in this provision shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;
    - (b) for a part-time employee, the weekly rate of pay referred to in this provision shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6) month period of continuous service immediately preceding the commencement of the maternity leave.
- (d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the foetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

(B) Request for Leave

Initial Request for Leave

- (a) Requests for parental leave must be submitted in writing at the same time as requests for maternity leave.
- (b) Requests for maternity leave must be submitted in writing four (4) weeks prior to the commencement of the leave.
- (c) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor. A medical certificate will be required and the certificate must provide the expected date of delivery.

(C) Authorization

Extensions may be granted upon submission of acceptable medical certificates but approval of any variance from policy rests with the Employer.

(D) Return to Duty

- (a) Within a two (2) month period following the date of delivery notice in writing identifying an intention to return to work must be received by the Employer. Failure to provide such notice may result in termination of employment.

- (b) Supervisors must be given at least four (4) weeks notice of intended date of return.
- (E) Benefits During Leave
- (a) Employees returning to work from maternity leave or parental leave retain service credits accumulated prior to taking leave.
  - (b) Where employees elect to maintain coverage for medical, group life and other benefits while on leave, they may;
    - (i) elect to pay employee premiums in advance of the leave;
    - (ii) elect to have the employer pay both portions of the premiums and authorize the employer to recover the employee premiums paid on behalf of the employee when the employee returns to work or terminates.
  - (c) Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.
  - (d) Pension contributions are required for the first three (3) months of the leave period. For leave periods in excess of three (3) months, the employee has the option to buy back the service period but it is not required.

#### 20.10 Parental Leave Without Pay

- (a) Where an employee has or will have the care or custody of his/her newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty seven (37) consecutive weeks. This leave without pay shall be taken during the fifty two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty two (52) week period from the date the child comes into the employee's care and custody:
  - (i) Where the employee's child is hospitalized within the period defined in paragraph (a) and the employee has not yet proceeded on parental leave without pay.

Or

  - (ii) Where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall not end later than one hundred four (104) weeks after the day at which the child comes into the employees care.
- (b) Other than in exceptional circumstances beyond the control of the employee, an employee who intends to request parental leave without pay must complete and submit a Leave Without Pay Application four (4) weeks prior to the first day of

leave. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

- (c) Leave granted under Clause 20.10(a) shall be counted for the calculation of “continuous service” for the purposes of calculating severance pay.
- (d) After the completion of six (6) months of continuous service, an employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance.
- (e) An application under Clause 20.10(d) shall sign an agreement with the Employer providing:
  - (i) that he/she will return to work and remain in the Employer’s employ for a period of at least six (6) months after his/her return to work;
  - (ii) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer’s consent.
- (f) Should the employee fail to return to work, as per the provisions of Clause 20.10(e)(ii), except by reason of death, disability or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as a parental leave allowance. Should the employee not return for the full six month period, the employee’s indebtedness shall be reduced on a prorated basis according to the number of months he/she returned to work.
- (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 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 and ninety-three percent (93%) of the employee’s weekly rate of pay.
- (h) Parental leave allowance payments for an employee who has taken maternity leave without pay and has received a maternity leave allowance **shall be** equivalent to ninety-three percent (93%) of the employee’s weekly rate of pay for a period of fourteen (14) weeks.
- (i) Parental leave allowance payments shall consist of the following:
  - (i) up to a maximum of twelve (12) weeks payments **or fourteen (14) weeks payments, as the case may be**, equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three (93%) percent of his/her weekly rate of pay;
  - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clauses 20.10(g) and (h) shall be the weekly rate of pay to which he/she is entitled for the employee’s classification on the day

immediately preceding the commencement of the parental leave without pay;

- (b) for a part-time employee the weekly rate of pay referred to in Clauses 20.10(g) and (h) shall be the prorated weekly rate of pay to which he/she is entitled for the employee's classification averaged over the six month period of continuous service immediately preceding the commencement of parental leave without pay.
- (j) Parental leave without pay utilized by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (k) Parental leave without pay taken by an employee in conjunction with maternity leave without pay shall be taken immediately after the expiration of maternity leave without pay, and the duration of both periods of leave without pay combined shall not exceed a total of fifty two (52) weeks.
- (l) **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**.

#### 20.11 **Compassionate Care**

- (a) Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this Article, the definition of family member as per the provisions of compassionate care leave in the Canada Labour Code shall apply.
- (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from:
  - (i) the day the certificate is issued; or
  - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (e) (i) After completion of six (6) months of continuous service, an employee who provides the Employer with proof that he/she has applied for and is receiving employment insurance benefits under the Compassionate Care benefits of the *Employment Insurance Act*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under this provision shall sign an agreement with the Employer providing that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work.
  - (iii) Should the employee fail to return to work except by reason of death, disability or lay-off, the employee recognizes that he/she will be indebted to the Employer for the amount received as compassionate care allowance.
- (f) Employees eligible for an allowance under 20.11(e) shall be entitled to payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) For the first two (2) weeks, payments equivalent to ninety three percent (93%) of his/her weekly rate of pay;
  - (ii) For up to a maximum of an additional six (6) weeks, payments equivalent to the difference between the employee insurance benefits he/she is eligible to receive and 93% of the weekly rate of pay.
  - (iii) For a full-time employee, the weekly rate of pay referred to in this provision shall be the weekly rate of pay to which he/she is entitled for the classification prescribed in the certificate of employment on the day immediately preceding the commencement of the compassionate care leave;
  - (iv) For a part-time employee, the weekly rate of pay referred to in this provision shall be the pro-rated weekly rate of pay to which he/she is entitled for the classification prescribed in the certificate of employment averaged over the six (6) month period of continuous service immediately preceding the commencement of the compassionate care leave.
- (g) Request for Leave
- (i) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.
- (h) Benefits During Leave
- (i) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- (i) Leave granted under this Clause shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay.
- (j)
- (i) Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks combined.
  - (ii) When compassionate care leave is utilized by more than one employee for care of the same family member instance, only one of the employees shall be eligible for the first two (2) weeks of leave under the Supplementary Unemployment Benefit Plan.



## 20.12 Winter Bonus Days

An employee shall receive one (1) winter bonus day for every five (5) consecutive days of annual leave (exclusive of designated paid holidays), which he/she liquidates between October 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year up to a limit of four (4) winter bonus days in any one (1) calendar year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next calendar year. Winter bonus days shall be calculated in accordance with Article 15.

## 20.13 Deferred Salary Leave Plan

- (a) The deferred salary leave plan enables employees to take six months or one year of leave from the Employer and to finance this leave through a deferral of salary in previous years.
- (b) Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one half years to pay the employee's salary during the period of leave. Participation in the plan is subject to operational requirements.
- (c) During the period of leave, employees may engage in whatever activities they wish.
- (d) The individual plan for each participating employee is a six year period consisting of the following:
  - (i) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent 20%
  - (ii) The fifth consecutive year in which the employee takes leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
  - (iii) The sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of one year;or,
  - (iv) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defer the remaining 10%.
    - (a) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and,
    - (b) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Qulliq Energy Corporation for a minimum of six months.
- (e) Participation in the program can begin at any given time during the year.

- (f) As long as operational requirements are satisfied, there is no maximum number of employees allowed to enter the program.
- (g) Employees must make written application to their Supervisor. Applications should state the proposed start of the salary deferral and the proposed period of leave.
- (h) Each participant will sign an agreement covering the details of the plan.
- (i) In each year of the plan preceding the period of leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.
- (j) The deferred salary will be placed in a trust fund by the Employer and any returns on the investment of the trust will be used to pay the participation during the period of leave.
  - (i) The monies held in trust may be pooled with the other Employer funds and the employee will be credited with the average rate of return on those funds;
  - (ii) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*;
  - (iii) A statement of the individual's account will be provided at each anniversary of the plan. Each year T-5's will be produced, showing the taxable income from the funds.
- (k) During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth, of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- (l) Income tax will be deducted in accordance with the provisions of the *Income Tax Act* and its regulations.
- (m) During the first four or four and one and half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Public Service Health Care Plan, superannuation, supplementary death benefit, disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- (n) Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.

- (o) The Employer shall cancel participation in the plan and shall refund, within sixty (60) days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.
- (p) Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
  - (i) Withdrawing from the plan and taking a refund of the total in the deferred salary account; or
  - (ii) Deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.
  - (iii) Upon withdrawal from the plan the total in the account will be repaid to the employee within sixty (60) days from the notification of withdrawal.

## **ARTICLE 21**

### **SEVERANCE PAY**

#### **21.01 Lay-off**

An employee who has one (1) year or more of continuous service and who is laid off is entitled to be paid severance pay at the time of the lay-off.

21.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for each of the first and second complete years of continuous service and one (1) weeks pay for each succeeding complete year of continuous service. In the case of a partial year of continuous service, the appropriate weeks pay will be multiplied by the days of continuous service in the year prior to layoff, divided by 365. The total amount of severance pay paid under this Clause shall not exceed thirty (30) weeks of pay.

21.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for each completed year of continuous service. In the case of a partial year of continuous service, the two (2) weeks 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 employment shall be any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed thirty (30) weeks pay.

#### **21.04 Resignation (applicable only to employees hired prior to April 12, 1995)**

An employee hired prior to April 12, 1995, who has four (4) or more years' continuous service is entitled to be paid on resignation severance pay equal to the amount obtained by multiplying half of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous service to a maximum of 26 years less 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 part of the public service as defined in the *Public Service Act*.

21.05 Retirement

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*).

21.06 In the case of a term employee who is laid off, the severance pay the employee receives shall not exceed the pay equal to the remainder of the term.

## ARTICLE 22

### HOURS OF WORK AND OVERTIME

22.01 Hours of Work

When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

- (a) on weekly basis, work forty (40) hours and five (5) days a week Monday through Friday; and
- (b) on daily basis, work eight (8) consecutive hours a day from 08:00 hours (8 am) to 17:00 hours (5 pm) exclusive of a lunch period.
- (c) Notwithstanding Articles 22.01(a) and 22.01(b), at the request of the employee, the Employer may allow employees to determine their own hours of work subject to operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours.

When this occurs, employees must schedule their work such that they work an average of 40 hours per week over a four week period. Employees who are required by the Employer to work outside the approved regularly scheduled employee determined hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.

- (d) The arrangements made in Article 22.01(c) may be terminated at any time by either the employee or the Employer with a minimum of 14 calendar days notice.

- (e) Such modifications as identified in (c) and (d) above shall be restricted to the period of Monday through Friday inclusive with no split shifts permitted.

22.02 When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis:

- (a) they shall be scheduled so that employees:
  - (i) on a weekly basis work an average of forty (40) hours and five (5) days per week, and;
  - (ii) on a daily basis, work eight (8) hours per day from 8 am to 5 pm exclusive of a lunch period.
- (b) The work schedule for the purpose of averaging the regular hours of work per week pursuant to subsection (a)(i) and (ii) shall be established at four (4) week intervals over the course of the year.
- (c) Notwithstanding Articles 22.02(a) and 22.02(b), at the request of the employee, the Employer may allow employees to determine their own hours of work subject to operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours.

When this occurs, employees must schedule their work such that they work an average of 40 hours per week of work over a four week period. Employees who are required by the Employer to work outside the approved regularly scheduled employee determined hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.

- (d) The arrangements made in Article 22.02(c) may be terminated at any time by either the employee or the Employer with a minimum of 14 calendar days notice.
- (e) Such modifications as identified in (c) and (d) above shall not permit split shifts.
- (f) The Employer agrees that employees will not be coerced into working a varied work schedule in accordance with Article 22.01(c) or Article 22.02(c).

22.03 The Employer shall make every reasonable effort:

- (a)
  - (i) not to schedule the commencement of a shift within sixteen (16) hours of completion of the employee's previous shift; and
  - (ii) to avoid excessive fluctuations in hours of work; and
  - (iii) an employee shall be paid two (2) times his/her straight time rate for all regularly scheduled hours of work when the employee has been confined to the work site, at the direction of the Employer, due to operational requirements and the employee has completed sixteen (16) consecutive hours of work immediately following completion of his/her previous regularly scheduled shift.

This Clause shall be applicable until such time as the employee has been authorized to leave the work site.

- (b) An employee who is called out to work overtime within the period beginning eight (8) hours before the start of his/her scheduled shift, shall be entitled to one (1) hour off for each hour actually worked in this period, to a maximum of four (4) hours, except when called out within the two (2) hour period prior to the start of his/her scheduled shift. Such time off shall be scheduled to begin at the commencement of his/her scheduled shift and there will be no loss of pay for this time off. However, an employee who is requested to continue work or is called back during this time off, will be paid double time for each regular shift hour worked to a maximum of four (4) hours.

22.04 (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the Union.

- (b) Shift schedules shall be posted in the work area at least twenty-eight (28) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee in the plant for a minimum period of twenty-eight (28) days.

- (c) When an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of double (2) time for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

- (d) When an employee's work schedule is revised at his/her request the employee shall be compensated at the straight time rate for the first full shift worked on the new schedule.

22.05 Provided advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increased cost to the Employer. Employees requesting changes must do so in writing.

#### 22.06 Overtime

In this Article:

- (a) "overtime" means authorized work performed by an employee in excess or outside of his/her scheduled hours of work;
- (b) "straight time rate" means the hourly rate of remuneration as defined in this Agreement;
- (c) "time and one-half" means one and one-half (1 1/2) times the straight time rate; and
- (d) "double time" means two (2) times the straight time rate.

#### 22.07 Assignment of Overtime Work

Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to avoid scheduling employees to work excessive overtime. Where operational requirements permit, employees may be relieved, for personal reasons, from

working overtime. In cases of emergency employees will be required to work overtime;

- (b) to allocate overtime work on an equitable basis among readily available qualified employees; and
- (c) to give employees who are required to work overtime adequate advance notice of this requirement.

22.08 An employee shall not be required to work overtime on duties which are not covered by his/her classification except in a situation in which the Employer has determined that an employee of the appropriate classification is not available to perform such duties.

22.09 An employee who is required to work during his/her scheduled time off shall not be required to remain off duty during a scheduled work period, or part thereof, to prevent him/her from working overtime.

22.10 The Union is entitled to consult the President of the Qulliq Energy Corporation or his/her representative, whenever it is alleged that employees are required to work unreasonable amounts of overtime.

22.11 (a) Subject to Clause 22.12, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by him/her.

(b) Subject to Clause 22.12, an employee is entitled to double (2) time for each hour of overtime worked by him/her:

(i) after four (4) hours of overtime on a scheduled working day;

(ii) on his/her first or subsequent days of rest, provided the days of rest are consecutive.

(c) In lieu of (a) and (b), the employee may request, and the Employer shall grant, equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. An employee may accumulate up to a ceiling of twenty-one (21) days leave with pay each calendar year in a bank of leave. Any additional overtime shall be compensated with cash. Any amounts in the bank of leave shall be paid out in the first pay in February each year.

22.12 An employee shall be paid overtime compensation for each completed fifteen (15) minute period of overtime worked by him/her.

22.13 An employee who works three (3) or more hours of overtime in the employee's home community immediately before or following his/her scheduled hours of work shall receive a meal or a meal allowance equivalent to the Duty Travel Dinner meal rate. An employee who works three (3) hours of overtime in excess of eight (8) hours of work on his/her day of rest shall receive a meal or meal allowance equivalent to the Duty Travel Dinner meal rate. Where possible the Employer shall have these meals transported to the worksite, and shall pay the transportation cost. Reasonable time with pay shall be allowed for the employee to take a meal break at or adjacent to his/her place of work.

22.14 (a) Mandatory Training:

Where the Employer requires an employee to attend a training course, the Employee will receive pay at the straight time rate, except in the following circumstances:

- (i) the employee will receive pay at the applicable overtime rate for all hours in attendance at a training course on a day of rest, or all hours in excess of an employee's scheduled hours of work;
  - (ii) an employee who works and attends a training course on a day other than a day of rest, will be paid at the applicable overtime rate for all hours worked or in training in excess of the employee's scheduled hours of work.
- (b) An employee who is absent from home on a designated paid holiday or day of rest where no training session is scheduled shall receive their regular straight time rate of pay for the day.
- (c) Discretionary Training
- An employee wishing to attend a training course, seminar or conference based upon mutual agreement between the Employer and the Employee where both parties would benefit from the training will receive pay at the straight time rate. No overtime will be accrued or charged for attendance or for travel to and from the training course, seminar or conference. The Employer will pay the course costs and travel expenses in accordance with Corporate Travel Policy.
- (d) For greater clarity, discretionary training is a training opportunity which the employee has the option to decline. All other training opportunities constitute mandatory training.

22.15 (a) The Employer shall give twenty-four (24) hours notice to an employee who is required to work in a non-emergency situation at a satellite station. Where the Employer fails to provide twenty-four (24) hours notice, the employee shall be compensated at a rate of double (2) time for any part of all of the first shift worked at the satellite station. Subsequent shifts worked at the satellite stations shall be paid at the straight time rate.

- (b) The provisions of 22.15(a) above shall not apply in those situations where an employee departs from his/her headquarters and returns from a satellite station on the same day within the time designated as his/her regularly scheduled shift.

22.16 Twelve (12) Hour Shift

The Employer and the Union agree that notwithstanding the provision of Article 22 - Hours of Work and Overtime - the parties agree to examine and implement a twelve (12) hour work schedule on a trial basis if the employees at the selected plant location so request and providing:

- (a) The implementation of a twelve (12) hour work schedule and any said variation in hours shall not result in any additional expenditure or cost to the Employer by reason only of such variation.
- (b) A trial period shall be established for a period of six (6) consecutive months.



- (c) The above trial period may be extended by mutual agreement between the parties for further period not exceeding six (6) consecutive months.
- (d) An evaluation by both parties shall be conducted within the last month of the trial period.
- (e) On written notice from the authorized representative of the respective Union Local, the parties shall commence discussions to establish a twelve (12) hour work schedule at the applicable plant location(s) and if mutually agreeable the parties shall implement such a work schedule.

#### General Terms

1. At the agreed upon selected plant location, the Parent Plant Management and duly authorized representative(s) of the Union may jointly devise and decide on a mutually acceptable twelve (12) hour work schedule which shall include a specified number of consecutive calendar days of work followed by a specified number of earned days of rest. The scheduled hours of work on any day as set forth in such a work schedule may exceed eight (8) hours per day; starting and quitting times shall be determined according to operational requirements, and the normal daily hours of work shall be consecutive.
2. The twelve (12) hour work schedule must incorporate an "availability list" and ensure that an employee's normal week shall not exceed an average of forty (40) hours per week over the life of the work schedule.
3. For the purpose of a twelve (12) hour work schedule trial period;
  - (a) "day" means a twenty-four (24) hour period commencing at 0001 hours;
  - (b) "week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours the following Saturday night;
  - (c) the Employer shall endeavour, where practicable, to schedule days of rest consecutively, but consecutive days may occur in separate weeks.
4. All work performed:
  - (a) in excess of the scheduled hours of work on a scheduled work day;
  - (b) on any of the employee's scheduled days of rest;
 shall be compensated at the normal rate of pay.
5. Leave - General
 

Employees shall have their accrued days of vacation, and sick leave credits converted to hours of credits by multiplying the number of days by eight (8) or seven and one-half (7 1/2) hours per day, whichever is applicable, in accordance with their classification. When an employee ceases to be subject to this provision his/her credits will be converted to days by dividing the number of hours by eight (8) hours or seven and one-half (7 1/2) hours, whichever is applicable, per day and adjusting it upwards to the nearest half day.

6. Vacation Leave

Employees shall earn vacation leave credits at the rates prescribed for their years of service, as set forth in Article 15 of the Agreement, but shall be converted to hours on the basis of one (1) day equals eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have normally been scheduled to work on that day.

7. Designated Paid Holidays

An employee who works on a designated paid holiday shall be compensated, in addition to the eight (8) hours or seven and one-half (7 1/2) hours holiday pay he/she would have been granted had he/she not worked, for all hours worked on the holiday.

8. Special Leave

Special leave shall be converted to hours on the basis of one (1) day equals eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on an hourly basis with the hours debited for each day of special leave being the same as the hours the employee would have normally been scheduled to work on that day.

9. Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of the Agreement but shall be converted to hours by multiplying the number of days by eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on a hourly basis with the hours debited for each day of sick leave being the same as the hours the employees would normally have been scheduled to work on that day.

10. Shift Premium

A shift premium shall be paid in accordance with Article 27 of the Agreement.

11. Due to operational requirements, the Employer may reschedule the swing shift operator without penalty to facilitate the twelve (12) hour work schedule.

12. Employees on the "availability list" shall not receive "standby pay" and shall be available for at least one (1) hour prior to the start of the designated shift and for at least one (1) hour following the commencement of the shift the employee is designated to be available for.

13. Either party may terminate the provisions of Article 22.17 following thirty (30) days written notice from either party to the other providing that prior discussions on termination have been held or at an earlier date if mutually agreed upon by both parties.

22.17 Where the parties have agreed to implement a twelve (12) hour shift schedule they will negotiate a Letter of Understanding for that specific plant and that letter will become part of the Collective Agreement.

## **ARTICLE 22A**

### HOURS OF WORK AND OVERTIME

#### OFFICE EMPLOYEES

22A.01 All provisions of this Collective Agreement, except as amended by this Article, shall apply to office employees covered by this Agreement.

(a) For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Sunday morning and ending at 24:00 hours Saturday.

(b) Office employees mean employees who normally perform their duties in an office setting.

22A.02 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7 am and 6 pm.

The parties agree to review the matter of flexible hours through joint consultation.

## **ARTICLE 23**

### TRANSPORTATION FOR OVERTIME WORK

23.01 When an employee is required to remain at his/her normal place of work to work overtime, and the period of overtime is such that he/she is required to use other than normal public transportation, and Employer transportation is not available, he/she shall be reimbursed for the cost of one way commercial transportation upon production of a receipt.

23.02 An employee who is required to work overtime in a place other than his/her normal place of work, where Employer transportation is not available, shall be reimbursed for the full cost of public transportation if it is available or the full cost of commercial transportation.

## **ARTICLE 24**

### TRAVEL ON EMPLOYER BUSINESS

24.01 Where an employee is required by the Employer to travel to or from his/her headquarters area as normally defined by the Employer, the method of travel shall be determined by the Employer and he/she shall be compensated in the following manner:

- (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
- (b) On a normal working day on which he/she travels and works, the employee shall receive his/her regular pay for the day and in addition he/she shall be paid:
  - (i) at the applicable overtime rate for all hours worked in excess of the employee's regular work day; and
  - (ii) at the applicable overtime rate for all hours traveled in excess of the employee's regular work day of travel and work.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled.
- (d) All hours in excess of the employee's regular work day to be paid at the applicable overtime rates.
- (e) For purpose of this article, an employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled flight and one (1) hour upon the arrival at the final destination.
- (f) The parties agree the current Treasury Board meal allowance rate(s) will be applied. Such rates will be adjusted as per Treasury Board schedule (April and October).

#### 24.02 Child Care Expenses

Employees shall be reimbursed a maximum of \$50.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

- 24.03
- (a) An employee who is on a work assignment away from his/her headquarters area, and who arrives on his/her day of rest, will normally be authorized to carry on working at the appropriate required rate of pay during those days of rest. Alternatively, he/she may, at the discretion of the Employer be allowed to return to his/her headquarters area for his/her rest period.
  - (b) An employee who is absent from home on a designated paid holiday or day of rest and does not work, shall receive cash payment at time and one half (1 1/2) his/her daily rate of pay.
  - (c) Only with the request of an employee and with the approval of the Employer when an employee is working away from their normal headquarters for periods of time that are expected to be in excess of three continuous working days; and
    - (i) when the job is of such nature that an employee is not required to work overtime; and
    - (ii) the job, in the estimation of the supervisor, can be performed practically and reasonably beyond the normal daily/weekly hours of work, the Employer may change the regular work schedule to permit the employee to work extra hours daily.

The employee will be compensated for that extra time so worked by being allowed that time off immediately upon return to the employee's headquarters. Employees may defer taking the time off for up to a 60 calendar day period.

- (d) It is understood that any combination of hours worked in excess of eight hours in any one day or 40 hours in any one week under Article 24.03(c) will be used solely as time off in lieu of pay, hour for hour, and will not, under any circumstances be subject to overtime under articles in this collective agreement.

## **ARTICLE 25**

### CALL BACK AND REPORTING PAY

25.01 An employee who is recalled to work on a designated paid holiday or to work overtime on a day of rest or scheduled working day is entitled to the greater of:

- (a) compensation at the applicable overtime rate; or
- (b) compensation equivalent to three (3) hours pay at time and one-half (1 1/2) of the straight time rate for any time worked, provided that:
  - (i) the overtime is not contiguous to an employee's scheduled shift; and
  - (ii) the employee was not notified of the overtime requirements at least one and one half (1 1/2) hours prior to the termination of his/her last scheduled shift.

25.02 (a) An employee who is recalled to work overtime under the conditions described in Clauses 25.01 and 25.03, and is required to use transportation services other than Employer or normal public transportation services, shall be reimbursed for reasonable expenses incurred as follows:

- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile; or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by an employee reporting to work or returning to his/her residence shall not constitute time worked.

25.03 Reporting Pay

- (a) An employee who reports for work on his/her scheduled shift shall be paid for the time actually worked, or a minimum of three (3) hours pay at time and one-half (1 1/2) of the straight time rate, whichever is the greater.
- (b) An employee who is required to report for work and reports on a day of rest or designated paid holiday, is entitled to the greater of:
  - (i) compensation at the applicable overtime rate; or

- (ii) compensation equivalent to three (3) hours pay at time and one-half (1 1/2) of the straight time rate.

## 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 **(three (3) hours pay on days of rest and designated paid holidays)** at their regular rate of pay for each day a plant check is performed, payable bi-weekly. **For certainty, there is no overtime for plant checks.**
- (ii) Where operational requirements permit, these employees 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.

26.02 An employee designated by letter or by list for standby duty shall be available and fit for duty during the period of standby at a known telephone number or location and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.

26.03 No standby payments shall be granted if any employee is unable or unfit to report for duty when required.

26.04 An employee on standby who is required to report for work and who reports for work shall be paid in addition to standby pay, the greater of:

- (a) the applicable overtime rate for the time worked; or

- (b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

## **ARTICLE 27**

### SHIFT PREMIUM

- 27.01 An employee shall receive a shift premium of \$2.50 per hour for all hours worked, including overtime hours where half (1/2) or more of the hours are regularly scheduled between 1800 hours (6:00 pm) and 0600 hours (6:00 am).

## **ARTICLE 28**

### PAY ADMINISTRATION

- 28.01 An employee is entitled to be paid for services rendered in accordance with the hourly rates of pay specified in Appendix A for the classification of the position to which the appointment is made. The hourly rates of pay specified in Appendix A shall be the official rates of pay.

- 28.02 Employees shall be paid bi-weekly with pay days being alternate Fridays, in accordance with the pay system of the Employer.

An employee is entitled to be paid for services rendered in accordance with the annual rates of pay specified in Appendix A1 for the classification of the position to which the appointment is made. The annual rates of pay specified in Appendix A1 shall be the official rates of pay.

- 28.03 Pay supplements such as overtime and shift premiums shall be issued to employees on regular pay dates with the details of pay supplement outlined on the employee's pay stub. Except in conditions beyond the Employer's control, the Employer shall issue these pay supplements within three (3) weeks of the end of the pay period in which they were earned.

- 28.04 When an employee is appointed to a position, the maximum rate of pay of which exceeds that of his/her former position the employee shall receive:

- (a) the minimum rate for the new position where the employee presently earns less than the minimum salary established for the new position; or
- (b) one increment where the employee presently earns the same as or more than the minimum but less than the maximum salary for the new position.

- 28.05 When an employee is appointed to a position having the same maximum rate of pay as his/her former position, his/her salary shall remain unchanged.

- 28.06 When an employee accepts a position having a lower maximum rate of pay than that of his/her former position, the rate of pay on appointment to that position shall be not less

than the minimum salary nor more than the maximum salary for that position and shall be equal to or nearest to the rate he/she was paid in the former position.

- 28.07 (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a pay grade having a higher maximum salary, the employee shall receive:
- (i) the minimum rate for the new pay grade where his/her present salary is less than the minimum salary established for the pay grade; or
  - (ii) one increment where his/her salary is the same as or more than the minimum but less than the maximum salary for the new pay grade.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a pay grade having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (c) Notwithstanding Clause 28.01:
- (i) Where an employee occupies a position which is reclassified resulting in its inclusion in a pay grade having a maximum salary less than that previously applicable to the position, the salary payable to the employee shall remain unchanged.
  - (ii) When an employee's salary exceeds the maximum of the applicable pay grade, the employee shall be paid as a present incumbent and shall continue to receive the negotiated increases for the range of the position before it was classified downwards.

#### 28.08 Regrading

- (a) When a pay grade is regraded by the assignment of a higher pay grade, the salary of each employee in a position in that pay grade shall be at the same step of the new salary range as it was in the old salary range, except at no time will the new salary exceed the maximum of the new range.
- (b) Notwithstanding the provisions of (a) where an employee is hired at any step in the range other than the minimum due to labour market pressures and the pay range is subsequently revised upward, the employee will not receive an increase in proportion with the increase applicable to the pay grade provided the employee has been so advised in writing at the time of the appointment.

#### 28.09 Salary Payable to an Acting Incumbent

- (a) Where an employee is required by the Employer in writing to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall be paid the minimum Pay Grade salary of the position or an amount of 5.0% above their regular pay, whichever is the greater.
- (b) subject to Clause 28.10, be entitled to a salary increment in the acting position if he/she remains in that position in excess of the normal probationary period for that position;



- (c) on return to his/her regular position, be paid at the rate to which he/she would be entitled (including increments) had he/she remained in the regular position.

#### 28.10 Employee Performance Review

- (a) An employee shall have his/her job performance evaluated annually on or before his/her anniversary date.
- (b) Subject to (c) below, the salary of the employee may be increased annually on his/her anniversary date by one increment within the Pay Grade applicable to his/her position provided:
  - (i) the employee is not at the maximum step of the applicable pay grade to which his/her position is allocated; and
  - (ii) the employee is not in a position allocated to a Pay Grade in Appendix A which requires Journeyman Certification in order to obtain the Journeyman hourly rate of pay.
- (c) An employee shall be granted a salary increment when the performance of his/her duties has been satisfactory.
- (d) Where a salary increment provided for under this section is withheld, the salary increment may be granted on any subsequent first day of the month up to six (6) months after the date upon which the increment has been withheld.
- (e) When as a result of a formal review of an employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.
- (f) A department head who intends to recommend withholding a pay increment from an employee, shall, at least two (2) weeks and not more than six (6) weeks before the due date of the pay increment to the employee, give the employee notice in writing of the intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date and shall be paid to the employee within two (2) pay periods.

#### 28.11 Application of Anniversary Date

- (a) The salary review date of an employee who commences employment shall be the effective date of their commencement.
- (b) The salary review date of an employee who is promoted or reclassified resulting in a salary increase shall be changed to the effective date of the promotion or reclassification.
- (c) The salary review date of an employee who is promoted or reclassified not resulting in a salary increase shall remain unchanged.
- (d) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

#### 28.12 Retroactive Regrading or Reclassification

Where the reclassification of a position or the regrading of a class is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

#### 28.13 New or Revised Pay Grades

- (a) Subject to (b) below, during the term of this Agreement, the Employer shall have the right to establish and introduce new pay grades, modify or revise the kind and level of work inherent in an existing pay grade or regrade an existing pay grade and establish applicable rates of pay for such pay grades.
- (b) The Union shall receive immediate notification from the Employer of the establishment of new pay grades and the applicable rates of pay, of the modification or revision to the kind and level of work inherent in an existing pay grade or re-grading of an existing pay grade. Where the Union is in disagreement with the rates of pay for such pay grades, the Union will notify the Employer within thirty (30) days from the date of the receipt of notification from the Employer. Should no mutual agreement be reached, the matter may be referred to an arbitrator in accordance with the *Public Service Act*.

#### 28.14 Pay Transaction Priorities

Where a salary increment and any other transaction such as reclassification, promotion, re-grading, or salary revision are effective on the same date, the salary increment shall be processed first followed by the other transactions.

28.15 Where an employee has received more than his/her proper entitlement to wages and benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of twenty percent (20%) of the employee's net earnings per pay period. This will not apply to recoveries for suspensions or unauthorized leaves of absence.

## ARTICLE 29

### LAY-OFF

29.01 The *Public Service Act* makes provisions for lay-off. Beyond these provisions, the Employer and the Union recognize the necessity and the justice of the application of the merit principle in determining lay-off. It is agreed that where two (2) employees of equal merit face lay-off, length of service will be the deciding factor.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practical, education assistance where feasible and consideration for current and future vacant positions before the position is advertised for a period of one year from lay off.

The following section of the *Public Service Act* is quoted for information purposes:

#### SECTION 27

#### Laying Off Employees

1. Where the duties of a position held by an employee are no longer required to be performed, the Minister may lay-off the employee in accordance with the regulations.

#### Cessation of Employment

2. An employee ceases to be an employee when the employee is laid-off under subsection (1).

#### New Appointment

3. Notwithstanding any other provision in this Act, the Minister may, without competition, appoint a lay-off to any position in the public service to which he or she is qualified.

29.02 Before an employee is laid off by the Employer and he/she ceases to be an employee the following provisions shall apply:

- (a) each such employee shall be given three (3) months notice in writing of the effective date of his/her lay-off;
- (b) every employee shall be entitled to severance pay in accordance with the provisions of Article 21;
- (c) every employee subject to lay-off shall, during the three (3) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required.

29.03 The Employer will make every reasonable effort to ensure that any reduction in the work force due to lack of work or technological change will be accomplished through attrition.

## ARTICLE 30

### PROBATIONARY PERIOD

30.01 Subject to any extensions of probation made pursuant to the *Public Service Act and/or Regulations*, an employee shall be on probation for a period of six (6) calendar months after taking up the duties of his/her position.

30.02 Trial Period

- (a) All successful internal candidates to a job posting within the same community are subject to a ninety (90) calendar day trial period. During the trial period, if the internal candidate wishes to revert to their former position, the employee shall be returned to either their former position, or an equivalent position and rate of pay without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position, or an equivalent position and rate of pay without loss of seniority.
- (b) The Relocation Policy does not apply to this provision.

## ARTICLE 31

### GRIEVANCE PROCEDURE

- 31.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) by the interpretation or application of:
    - (a) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - (b) a provision of this Agreement or arbitral award; and
  - (ii) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (iii) dismissal from the Corporation; and
  - (iv) letters of discipline placed on personnel file.
- (b) the procedure for the final resolution of the grievances listed in paragraph (i) of section (a) above is as follows:
- (i) (a) Where the grievance is one which arises in circumstances outlined in paragraphs (a)(i)(a) above, the final level of resolution is to the Minister responsible for the *Public Service Act* or his/her designate.
  - (b) Where the grievance is one which arises in circumstances outlined in paragraph (iv) above, the final level of resolution is to the President or his/her designate.
  - (ii) Where the grievance is one which arises out of the interpretation or application of the Agreement the final level of resolution is to arbitration.
  - (iii) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Corporation, the final level of resolution is to arbitration.
- 31.02 An employee who so desires may be assisted and represented by the Union when presenting a grievance at any level.
- 31.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge 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 with a receipt stating the date on which the grievance was received by him/her.
  - (c) Grievance submissions and Employer responses may be transmitted electronically. Electronic transmissions shall not require a signature, but do require an electronic confirmation of receipt. Such confirmation by the recipient shall trigger the appropriate deadlines within the grievance procedure.

- 31.04 A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 31.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Director)
  - (b) Final Level (President)
- 31.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 31.07 (a) The Union shall have the right to consult with the President of the Qulliq Energy Corporation with respect to a grievance at each or any level of the grievance procedure.
- (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 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.
- 31.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 31.03 not later than the twenty-one (21<sup>st</sup>) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Agreement, in which case the grievance must be presented within twenty-five (25) calendar days.
- 31.09 The Employer shall reply in writing to an employee's grievance within twenty-one (21) calendar days at levels one (1) and within thirty (30) calendar days at the final level.
- 31.10 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 31.09 within fourteen (14) calendar days after the day the reply was due.

- 31.11 Where an employee has been represented by the Union in the presentation of the grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.
- 31.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one (1) or more members of the Union.
- 31.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 31.15 An employee may, by written notice to the President, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement the withdrawal has the endorsement, in writing, of the Union.
- 31.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one (1) or more members of the Union.
- 31.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 31.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 31.19 Arbitration
- 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 under Section 43 of the *Public Service Act*.
- 31.20 (a) The parties agree that arbitration referred to in section 31.19 shall be by a single arbitrator to be selected by mutual agreement of the parties within thirty (30) calendar days of the referral of the grievance to arbitration. If the parties are unable to agree upon an arbitrator, either party may apply to the Nunavut Court of Justice to appoint an arbitrator.
- (b) 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.

- 31.21 (a) The arbitrator has all of the powers granted to arbitrators under Section 12 of the *Arbitration Act* 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 the decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.22 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 31.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.24 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 thirty (30) 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 Clerk of the Territorial Court a copy of the decision, exclusive of the reason thereof, in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.
- 31.25 In addition to the powers granted to arbitrators under Section 12 of the *Arbitration Act*, the arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.
- 31.26 Expedited Arbitration
- As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

## 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.
- 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 33

### INSURANCE PLANS

#### 33.01 Superannuation

The *Public Service Superannuation Act* of Canada is a term or condition of employment for all members of the bargaining unit.

#### 33.02 (a) Dental

- (i) The Employer shall provide at no cost to the employee a dental plan which provides for one hundred percent (100%) coverage of the current territorial fee schedule for basic dental treatment.
- (ii) The Employer shall provide at no cost to the employee a dental plan which provides for eighty percent (80%) coverage of the current territorial fee schedule for major dental treatment.

#### (b) Benefits

The plan will cover the following services for employees and their dependants:

- diagnostic and preventative services
- endodontic and periodontal services
- restorative services
- prosthodontic services
- oral surgery
- orthodontic services
- adjunctive general services

#### (c) Maximum Reimbursement Amounts

- (i) Three thousand dollars (\$3,000.00) in total per dependant for all benefits payable with respect to eligible orthodontic services rendered during the entire period of coverage under the plan.

(ii) Two thousand dollars (\$2,000.00) per person per year for benefits payable with respect to eligible dental services other than orthodontic services.

(d) Eligibility

An employee shall be eligible for the plan after six (6) months of employment.

### 33.03 General

These employees will be covered under the Great West Life Group Benefit Program in accordance with the terms of these plans.

33.04 The parties agree that the benefits provided under the following may be reviewed by a joint committee with two (2) representatives from each party and amended by mutual agreement during the life of this Agreement:

1. Dental Plan
2. Life Insurance
3. Extended Medical Insurance
4. Disability Insurance

## ARTICLE 34

### CLOTHING AND PROTECTIVE EQUIPMENT

34.01 The Employer shall supply each employee to whom this Agreement applies with the necessary protective equipment as deemed required by the Employer for the performance of each employee's duties.

34.02 Where the Employer requires employees to use their own tools while performing their work, the Employer will replace worn or broken tools, provided such tools are presented to the Employer for replacement approval. The Employer has the discretion to replace lost or misplaced tools.

34.03 Where the Employer requires an employee to wear safety glasses, and the employee wears prescription glasses, the Employer agrees to pay the difference in cost for the safety lens over the normal prescription lens.

34.04 Linemen shall be reimbursed upon providing receipts to the Employer, up to **\$500** 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 **\$500** 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 35**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 35.01 When a formal review of an employee's performance is made, the employee concerned must be given an opportunity to sign the review form in question to indicate that its contents have been read and explained to him/her. Upon written request, the employee shall receive a copy of his/her performance evaluation review.
- 35.02 The Employer shall take normal precautions to ensure that the personnel file of every employee is kept confidential.
- 35.03 Upon written request of an employee the official personnel file of that employee shall be made available for his/her (or his/her designated alternate) examination in the presence of an authorized representative of the Employer.
- 35.04 An employee may contribute Certificates, Diplomas, and/or rewards and recognitions to his/her official personnel file. All other documentation must be approved by the Director of Human Resources & Organizational Development.

## **ARTICLE 36**

### **JOINT CONSULTATION**

- 36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to continue meaningful consultation on matters of common interest.
- 36.02 The purpose of the Union Management Consultation Committee (UMCC) is to provide a forum for free exchange of information between union and management representatives. Such discussions should enable employees to address concerns and be informed of policies, conditions and programs.
- 36.03 The parties mutually agree that consultation committees shall not have the authority to alter, amend, change, modify or extend the terms and conditions of the Agreement and the details of specific grievances shall not be topics of joint consultation.
- 36.04 Without prejudice to the position the Union and the Employer may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation, as they apply to employees covered by this Collective Agreement, will include:
  - (a) Pay administration;
  - (b) Insurance plans;
  - (c) Removal expense regulations;
  - (d) Location allowance payment regulations;
  - (e) Cafeterias and canteens;

- (f) Employer provision of necessary safety and protective work clothing, tools and equipment;
- (g) Parking privileges;
- (h) Payment for dirty work;
- (i) Training and retraining to deal with the effects on employees of technological change and/or organizational changes;
- (j) Employer owned and supplied housing;
- (k) Travel directive;
- (l) Satellite plant accommodations;
- (m) Introduction and/or implementation of new policies and directives respecting the terms and conditions of employment affecting bargaining unit employees;
- (n) Inuit Employment Plan.**

Other issues may be added by agreement of the parties.

#### 36.05 UMCC Structure

Four (4) union representatives will be **selected 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.

#### 36.06 Sub-Committees

The UMCC shall establish sub-committees as it deems necessary.

#### 36.07 Operation of Committee Meetings

1. One UMCC meeting shall be held in each quarter of the calendar year, of which no greater than two (2) may be held by conference call.
2. Special meetings may be called as required.
3. Chairing of committee meetings shall alternate between union and management.
4. A meeting agenda will be determined in advance and co-chairs will assume responsibility for preparing and distributing it. The co-chairs shall also be responsible for the scheduling and format of the meetings.
5. Minutes of UMCC meetings shall be approved and signed by both union and management co-chairs prior to distribution. Distribution of minutes shall be completed within one month of meeting.
6. Additional committee meetings may be held by conference call.
7. In the event that a UMCC member must travel to attend a UMCC meeting, the Corporation will pay for transportation costs.
8. The UMCC meetings will be scheduled so that the cheapest possible airfare can be obtained.

9. Where possible, UMCC meetings will be held in conjunction with Health and Safety Meetings.

36.08 Immunity

UMCC members must be free to discharge their duties without fear of reprisal, or that their relationships within the Corporation will be affected by action taken in good faith as a member of the Committee.

**ARTICLE 37**

WASH-UP TIME

- 37.01 Where the Employer determines there is a clear-cut need, wash-up time, to a maximum of ten (10) minutes immediately before the end of a work period, will be permitted.

**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.

**ARTICLE 39**

PERSONAL HARASSMENT

- 39.01 The Employer is committed to promoting a work environment which is free from personal and sexual harassment.
- 39.02 A grievance may be initiated at any step in the grievance process under this article and will be handled with all possible confidentiality and dispatch.

**ARTICLE 40**

DISCIPLINARY ACTION

- 40.01 The Employer shall ensure that disciplinary action is taken against an employee as soon as practicably possible after the time the employee is made aware of the alleged offence. Within such period the employee shall be given a complete statement in writing of the alleged offence.



- 40.02 **Where the Employer intends to impose discipline or dismiss an employee at a meeting, the Employer shall advise the employee concerned of his/her right to have a Representative of the Union present, including by teleconference, of all such meetings.**
- 40.03 Without limiting the right of the Employer to take disciplinary action, in the case of an employee whose unsatisfactory behavior may be attributable to medical or personal problems, the Employer shall encourage him/her to seek professional advice and treatment before any disciplinary action is **taken**.
- 40.04 **The Employer** agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 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 **eighteen (18) months has** elapsed since the disciplinary action was taken, provided 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 **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 41

### CASH GRATUITY

- 41.01 For employees hired prior to April 12, 1995 and who die, there shall be paid to the employee's estate, an amount equal to the product obtained by multiplying the weekly rate of pay, immediately prior to the death of the employee, by the number of years continuous service with a maximum of thirty (30) years regardless of any other benefit payable.

Employees hired after April 12, 1995 shall not receive the benefits of this Clause.

- 41.02 The dependants of a deceased employee shall be eligible for 100% removal regardless of length of service (including the cost of shipping the body).

## ARTICLE 42

### PROTECTIVE CLOTHING SUBSIDY

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

- 42.02 Eligible employees are:

(a) all Plant Superintendents, Plant Operators and Assistant Operators;

- (b) any other employee who the Employer considers eligible for the subsidy based on his/her work responsibilities.
- 42.03 For the purposes of Article 42.02(b), the Employer agrees to consult with the Union prior to adding employees to the eligibility list.
- 42.04 Receipts shall be submitted once annually for reimbursement between September 1<sup>st</sup> and August 31<sup>st</sup>.

## **ARTICLE 43**

### TECHNOLOGICAL CHANGE

43.01 Technological change means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

43.02 Notice

When the Employer is considering the introduction of a technological change which would result in changes in the employment status or working conditions of employees it shall provide the Union and every affected employee at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

43.03 Union-Management Meetings on Changes

Where the Employer has notified the appropriate Union Local that it intends to introduce a technological change, the parties shall undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from the change.

43.04 Commitment

The Employer shall make every reasonable effort to continued employment in the Corporation's service of employees who would otherwise become redundant because of technological change.

43.05 Training

Where an employee requires new or different skills as a result of technological or operational change, the Employer shall make every reasonable effort to provide the required training courses.

## **ARTICLE 44**

### **RE-OPENING OF AGREEMENT**

#### 44.01 Re-Opening of Agreement

This Agreement may be amended by mutual consent.

#### 44.02 Mutual Discussions

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 45**

### **DURATION AND RENEWAL**

45.01 The term of this Agreement shall be from January 1, **2014** to December 31, **2016**. Changes to pay schedules in Appendix **A** 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.

45.02 Retroactive monies to be paid within forty-five (45) days following the date of ratification.

45.03 Retroactive monies to be paid on a separate cheque and will include a fully itemized statement.

## **ARTICLE 46**

### **PART-TIME EMPLOYEES**

46.01 Unless otherwise specified, 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 for their position classification. Part-time employees' eligibility for the Great West Life Group Benefit Program and Superannuation is determined in accordance with the eligibility requirements of these plans.

## **ARTICLE 47**

### **JOB EVALUATION APPEAL**

47.01 When an employee believes that his/her position is improperly evaluated, that employee may appeal the evaluation of his/her position. The appeal must be in writing to the Director of Human Resources, with a copy to the union President. The letter must include information that describes what the employee believes is improper in the evaluation of the position.

- 47.02 Employees may only appeal the job evaluation of their substantive position and not one in which they may act in.
- 47.03 An employee may withdraw their appeal at any point in the process.
- 47.04 All job evaluation appeals are heard and resolved through a Job Evaluation Appeals Committee. This Committee is composed of an Independent Chairperson, jointly agreed to by the Union and the Employer and a representative each of the Union and the Employer. This Committee will meet within 60 days of the receipt of the appeal, however, this timeframe may be extended by mutual agreement. All costs of this committee are jointly shared by the Union and the Employer
- 47.05 Where the Committee requires the presence of the employee, the employee will not suffer any resulting loss of pay.
- 47.06 The Employer will ensure that decisions of the Job Evaluation Appeals Committee are implemented. Any change in the appellants' salary range will be implemented effective the date the appeal was received and will be in accordance Article 28.
- 47.07 Decisions of the Job Evaluation Appeals Committee are final and binding and not subject to the grievance procedure.

## APPENDICES

### APPENDIX "A"

January 1, 2014 - December 31, 2014  
2.0% increase

Hourly Rates:

Grade	Points		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	131	182	\$27.35	\$28.11	\$28.87	\$29.63	\$30.40	\$31.15	\$31.92
B	183	233	\$29.25	\$30.12	\$30.99	\$31.86	\$32.73	\$33.61	\$34.49
C	234	284	\$31.28	\$32.27	\$33.27	\$34.26	\$35.25	\$36.25	\$37.24
D	285	335	\$33.46	\$34.58	\$35.71	\$36.84	\$37.97	\$39.11	\$40.23
E	336	386	\$35.77	\$37.06	\$38.33	\$39.62	\$40.90	\$42.17	\$43.45
F	387	437	\$38.26	\$39.70	\$41.15	\$42.60	\$44.04	\$45.49	\$46.94
G	438	488	\$40.91	\$42.54	\$44.18	\$45.81	\$47.44	\$49.07	\$50.70
H	489	539	\$43.74	\$45.57	\$47.41	\$49.26	\$51.09	\$52.93	\$54.76
I	540	590	\$46.76	\$48.83	\$50.90	\$52.95	\$55.02	\$57.09	\$59.15
J	591	641	\$49.99	\$52.31	\$54.63	\$56.95	\$59.26	\$61.58	\$63.89
K	642	692	\$53.44	\$56.04	\$58.63	\$61.23	\$63.82	\$66.41	\$69.00
L	693	743	\$57.13	\$60.04	\$62.93	\$65.83	\$68.74	\$71.63	\$74.53
M	744	794	\$61.07	\$64.31	\$67.54	\$70.79	\$74.03	\$77.27	\$80.51
N	795	845	\$65.28	\$68.89	\$72.50	\$76.11	\$79.73	\$83.34	\$86.96

## APPENDIX "A"

January 1, 2015 - December 31, 2015  
1.5% increase

Hourly Rates:

Grade	Points		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	131	182	\$27.76	\$28.53	\$29.30	\$30.07	\$30.86	\$31.62	\$32.40
B	183	233	\$29.69	\$30.57	\$31.45	\$32.34	\$33.22	\$34.11	\$35.01
C	234	284	\$31.75	\$32.75	\$33.77	\$34.77	\$35.78	\$36.79	\$37.80
D	285	335	\$33.96	\$35.10	\$36.25	\$37.39	\$38.54	\$39.70	\$40.83
E	336	386	\$36.31	\$37.62	\$38.90	\$40.21	\$41.51	\$42.80	\$44.10
F	387	437	\$38.83	\$40.30	\$41.77	\$43.24	\$44.70	\$46.17	\$47.64
G	438	488	\$41.52	\$43.18	\$44.84	\$46.50	\$48.15	\$49.81	\$51.46
H	489	539	\$44.40	\$46.25	\$48.12	\$50.00	\$51.86	\$53.72	\$55.58
I	540	590	\$47.46	\$49.56	\$51.66	\$53.74	\$55.85	\$57.95	\$60.04
J	591	641	\$50.74	\$53.09	\$55.45	\$57.80	\$60.15	\$62.50	\$64.85
K	642	692	\$54.24	\$56.88	\$59.51	\$62.15	\$64.78	\$67.41	\$70.04
L	693	743	\$57.99	\$60.94	\$63.87	\$66.82	\$69.77	\$72.70	\$75.65
M	744	794	\$61.99	\$65.27	\$68.55	\$71.85	\$75.14	\$78.43	\$81.72
N	795	845	\$66.26	\$69.92	\$73.59	\$77.25	\$80.93	\$84.59	\$88.26

## APPENDIX "A"

January 1, 2016 - December 31, 2016  
1.5% increase

Hourly Rates:

Grade	Points		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	131	182	\$28.18	\$28.96	\$29.74	\$30.52	\$31.32	\$32.09	\$32.89
B	183	233	\$30.14	\$31.03	\$31.92	\$32.83	\$33.72	\$34.62	\$35.54
C	234	284	\$32.23	\$33.24	\$34.28	\$35.29	\$36.32	\$37.34	\$38.37
D	285	335	\$34.47	\$35.63	\$36.79	\$37.95	\$39.12	\$40.30	\$41.44
E	336	386	\$36.85	\$38.18	\$39.48	\$40.81	\$42.13	\$43.44	\$44.76
F	387	437	\$39.41	\$40.90	\$42.40	\$43.89	\$45.37	\$46.86	\$48.35
G	438	488	\$42.14	\$43.83	\$45.51	\$47.20	\$48.87	\$50.56	\$52.23
H	489	539	\$45.07	\$46.94	\$48.84	\$50.75	\$52.64	\$54.53	\$56.41
I	540	590	\$48.17	\$50.30	\$52.43	\$54.55	\$56.69	\$58.82	\$60.94
J	591	641	\$51.50	\$53.89	\$56.28	\$58.67	\$61.05	\$63.44	\$65.82
K	642	692	\$55.05	\$57.73	\$60.40	\$63.08	\$65.75	\$68.42	\$71.09
L	693	743	\$58.86	\$61.85	\$64.83	\$67.82	\$70.82	\$73.79	\$76.78
M	744	794	\$62.92	\$66.25	\$69.58	\$72.93	\$76.27	\$79.61	\$82.95
N	795	845	\$67.25	\$70.97	\$74.69	\$78.41	\$82.14	\$85.86	\$89.58

## APPENDIX "A1"

### CONTINUOUS SERVICE BONUS

The Corporation and the Union agree that it is mutually beneficial to continue a compensation payment which encourages employees to remain with the Corporation.

All employees who are on staff as of November 1<sup>st</sup> each year and who have a minimum of six months continuous service will receive an annual Continuous Service Bonus according to their length of service. The Continuous Service Bonus will be paid on the second pay period of November.

Continuous Service	Annual Payment
Less than 6 months	\$ 0
6 - 12 months (prorated)	\$ 2,000
1 - 2 Years	\$ 2,000
3 - 5 Years	\$ 2,250
6 - 9 Years	\$ 2,500
10 - 14 Years	\$ 3,000
15 - 19 Years	\$ 4,000
20+ Years	\$ 5,000



## APPENDIX "A2"

### ANNUAL LOCATION ALLOWANCE

Qulliq Energy Corporation

Community	Location Code	Amount
<b>Arctic Bay</b>	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
Kimmitut	709	\$ 19,122
Kugaaruk (Pelly Bay)	504	\$ 26,639
Kugluktuk	505	\$ 22,042
Pangnirtung	702	\$ 19,077
Pond Inlet	705	\$ 24,214
<b>Qikiqtarjuaq</b>	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

If during the term of this Agreement, the Government of Nunavut and the Nunavut Employees Union negotiate changes to the Nunavut Northern Allowance amounts in the Collective Agreement between the Government of Nunavut and the Nunavut Employees Union, the Location Allowance amounts in this Agreement will change.

The changes to the Location Allowances in this Agreement shall be the same and shall take effect on the same date as the changes in the Collective Agreement between the Government of Nunavut and the Nunavut Employees Union.

## **APPENDIX “B”**

### **POLICY DIRECTIVES**

The Employer agrees that it shall provide the Union with electronic copies of all existing policies within thirty (30) days of the date of signing of this Agreement. The Union shall have four weeks to review and comment. The Employer will give consideration to any points raised and will revise the policies as appropriate.

The Employer also agrees that any new policies or revised policies will be provided to the Union prior to implementation. The Union will have not less than ten days to review and comment. The Employer will give consideration to any points raised and will revise the policies as appropriate.

The time periods referred to above may be extended upon mutual agreement.

## **APPENDIX “C”**

### **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%) of the journeyman rate.
- (b) in the second six (6) months of the apprenticeship program, at a rate equivalent to sixty eight percent (68%) of the journeyman rate.
- (c) in the second year of the apprenticeship program, at a rate equivalent to seventy three percent (73%) of the journeyman rate.
- (d) in the third year of the apprenticeship program, at a rate equivalent to eighty three percent (83%) of the journeyman rate.
- (e) in the fourth year of the apprenticeship program, at a rate equivalent to ninety three percent (93%) 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.

## 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.

## APPENDIX “E”

### CATEGORIES OF EMPLOYEES

1. Employment Categories:

“Casual Employee” means a person employed by the Employer on an as and when required basis for a period not exceeding twenty (20) consecutive working days.

“Short Term Employee” means a person employed by the Employer for a fixed period of greater than twenty (20) consecutive working days but not exceeding four (4) months, without a break in continuous service of ten (10) or more consecutive working days.

“Long Term Employee” means either a person hired by the Employer for a fixed period of four (4) months or more, or a person employed by the Employer for a period of greater than four (4) months without a break in continuous service of ten (10) or more working days.

“Summer Student Employee” means a person employed by the Employer, according to the eligibility criteria of the Government of Nunavut's Summer Student Employment Equity Program (SSEEP), on a temporary basis for a period not to exceed four (4) months.

“Co-Op Student” means a person employed by the Employer for a fixed duration, which links classroom instruction with paid employment, for the purposes of providing employability skills while applying in business settings what they have studied in university.

“Indeterminate Employee” means a person employed by the Employer on a part-time or full-time basis for an indeterminate period.

2. Casual Employees:

The following terms and conditions will apply to the employment of casual employees by the Qulliq Energy Corporation.

The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.

Casual employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.

1. The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.
2. Casual employees will be entitled to the provisions of the Collective Agreement from their first day of employment, with the following exceptions:
  - 2.01 (c) “Continuous Service”
  - Article 14.03 and 14.04 – Leave General
  - Article 15 – Vacation Leave

- Article 19.07 – Travel Expenses – Illness of Employee or Dependent
  - Article 20.01 Court Leave
  - Article 20.06
  - Article 20.09 – Maternity Leave
  - Article 20.10 – Parental Leave without Pay
  - Article 20.13 – Deferred Salary Leave
  - Article 29 – Lay-off
  - Article 30 – Probationary Period
  - Article 33 – Insurance Plans
  - Article 34.04 – Clothing and Protective Clothing
  - Article 35 – Employee Performance Review and Employee Files
  - Article 42 – Protective Clothing Subsidy
  - Appendix C – Rates of Pay for Apprentices
3. In lieu of earned vacation, casual employees shall receive a payment of 6% of regular gross earnings, excluding location allowance.
  4. If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.
  5. Casual employees with a scheduled work week of thirty-seven and one-half (37 ½) hours must work 37.5 hours per week and 7.5 hours per day before they are eligible for overtime in accordance with Article 22. Casual employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before they are eligible for overtime in accordance with Article 22.
3. Short Term Employees:
- The following terms and conditions will apply to the employment of Short Term employees by the Corporation.
- (a) The Employer shall ensure that a series of Short Term employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.
  - (b) Short Term employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.
  - (c) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.
  - (d) Short Term employees will be entitled to the provisions of the Collective Agreement with the following exceptions:
    - 2.01 (c) “Continuous Service”.

- Article 14.03– Leave General
  - Article 15 – Vacation Leave
  - Article 19.07 – Travel Expenses – Illness of Employee or Dependent
  - Article 20.09 – Maternity Leave
  - Article 20.10 – Parental Leave without Pay
  - Article 20.13 – Deferred Salary Leave
  - Article 29 – Lay-off
  - Article 30 – Probationary Period
  - Article 33 – Insurance Plans
  - Article 34.04 – Clothing and Protective Clothing
  - Article 35 – Employee Performance Review and Employee Files
  - Article 42 – Protective Clothing Subsidy
  - Appendix C – Rates of Pay for Apprentices
- (e) In lieu of earned vacation, Short Term employees shall receive a payment of 6% of regular gross earnings, excluding location allowance.
- (f) A Short Term employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous service to a maximum of ten (10) days notice if termination occurs before the end of the specified term.
- (g) If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.
- (h) Short Term employees with a scheduled work week of thirty-seven and one-half (37 ½) hours must work 37.5 hours per week and 7.5 hours per day before they are eligible for overtime in accordance with Article 22. Short Term employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before they are eligible for overtime in accordance with Article 22.

4. Long Term Employees:

The following terms and conditions will apply to the employment of Long Term employees by the Qulliq Energy Corporation.

- (a) The Employer shall ensure that a series of Long Term employees are not employed in lieu of establishing a full-time position or filling a vacant position.
- (b) Long Term employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.
- (c) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.

- (d) If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.
- (e) The provisions of Article 29 – Lay-off do not apply. A Long Term employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous service to a maximum of ten (10) days notice if termination occurs before the end of the specified term.

5. Summer Student Employee and Co-Op Students:

Summer students or Co-Op Students hired by the Employer will be subject to the following terms and conditions.

- (a) The Parties understand that there will be no hiring or systematic release and rehire of summer students or Co-Op Students as a means of avoiding the creation of indeterminate employment in the bargaining unit. No employee of the bargaining unit shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by students. In case of conflict between this Memorandum of Understanding and the Collective Agreement, the provisions of this Memorandum of Understanding will govern.
- (b) The eligibility criteria of the Summer Student Employment Equity Program (SSEEP) as administered by the Government of Nunavut shall apply.
- (c) Summer student employees are not to be employed for periods in excess of four (4) continuous months.
- (d) A summer student or Co-Op Student employee shall be entitled to the provisions of the Collective Agreement except as follows:
  - Article 2.01 (c) “Continuous Service”
  - Article 14.03 and 14.04 – Leave General
  - Article 15 – Vacation Leave
  - Article 19.07 – Travel Expenses – Illness of Employee or Dependent
  - Article 20.01 Court Leave
  - Article 20.06
  - Article 20.09 Maternity Leave
  - Article 20.10 – Parental Leave without Pay
  - Article 20.13 – Deferred Salary Leave
  - Article 29 – Lay-off
  - Article 30 – Probationary Period
  - Article 33 – Insurance Plans
  - Article 34.04 – Clothing and Protective Clothing
  - Article 35 – Employee Performance Review and Employee Files



- Article 42 – Protective Clothing Subsidy
  - Appendix C – Rates of Pay for Apprentices
- (e) Summer student and Co-op Student employees are entitled to receive remuneration on a bi-weekly basis at the first increment of the Pay Grade for the position to which they are hired.
  - (f) The Location Allowance and Bi-lingual Bonus shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2080) and paid bi-weekly.
  - (g) In lieu of earned vacation, summer student and Co-Op Student employees shall receive a payment of six percent (6%) of regular gross earnings, excluding location allowance.
  - (h) A summer student employee and Co-Op Student shall, upon commencement of employment, be notified of the anticipated termination of his/her employment, and shall be provided with a one (1) day written notice of lay-off for each week of continuous service for which the student was in receipt of earnings, to a maximum of ten (10) days notice.
  - (i) Summer student and Co-Op Student employees with a scheduled work week of thirty-seven and one-half (37.5) hours must work 37.5 hours per week and 7.5 hours per day before being eligible for overtime in accordance with Article 22. Summer student and Co-Op Student employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before being eligible for overtime in accordance with Article 22.

6. **Indeterminate Employee:**

- (a) The terms and conditions of part-time indeterminate employees are governed by Article 46 of the Collective Agreement.
- (b) Full-time employees are entitled to all the provisions of the Collective Agreement.

## LETTER OF UNDERSTANDING # 1

### JOURNEYPERSON: LEAD HAND ALLOWANCE

1. Whenever a Journeyperson is not under direct supervision and is:
  - (a) working outside his/her headquarters worksite, and is part of a crew of two or more Journeypersons; or
  - (b) is working as part of a crew of four or more employees in his/her headquarters area (regardless of the number of such crews which may be working),the Employer shall designate one of the Journeyperson positions as Lead Hand.
2. The Lead Hand shall be paid an allowance of \$2.00 per hour for all hours worked.
3. For the purpose of clarity, no lead hand allowance is payable in respect of meter reading functions.

## 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 # 4**

### **RESPECTING SETTLEMENT TRANSIENT ACCOMMODATION**

1. The Employer agrees to consult with the Union regarding improvements in Settlement Transient Accommodation in each Region.
2. The Employer agrees to continue its current efforts to upgrade Settlement Transient Accommodation as its budget and resources permit.
3. Sub-committees of the Regional Joint Consultation Committees shall be established to develop guidelines for housekeeping for Settlement Transient Accommodation.

## **LETTER OF UNDERSTANDING # 5**

### **FURTHER DECENTRALIZATION**

1. It is not the intent of the Qulliq Energy Corporation to further decentralize or relocate employment positions.
2. Notwithstanding the above, the Employer will apply the provisions of the Decentralization Information Handbook, Government of Nunavut, Department of Human Resources dated October 2004.
3. In the event a revised or amended Decentralization Information Handbook grants superior benefits, those new terms and conditions will apply.

**LETTER OF UNDERSTANDING #6**

**CONTINUOUS OPERATION**

The Employer and the Union agree that in the event that the Employer begins a continuous operation, the Employer and the Union will negotiate a 12 hour shift schedule for that operation.

**LETTER OF UNDERSTANDING #7**

**RESPECTING THE SOCIAL JUSTICE FUND**

The Employer shall contribute one cent 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 quarterly, in the middle of the month immediately following completion of each calendar 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 Letter Patent of the PSAC Social Justice Fund.



## LETTER OF UNDERSTANDING # 8

### APPRENTICESHIP TRAINING PROGRAM

The Employer has entered into an Apprenticeship Training Program partnership with the Government of Nunavut, Department of Education and through the Federal Government *Labour Market Development*. The purpose of the Agreement is to:

- To reduce the unpredictability of QEC's dependency on 'outside the territory of Nunavut' hiring of Journeyperson trades people; and,
- To proactively increase the capability of QEC to provide its Operations Department with a continuous learning stream of trades people from which to conduct meaningful workplace and succession plans, while minimizing operational risk caused by lengthy vacancies in trade positions.

The Parties acknowledge that in order to secure Federal and Government of Nunavut funding for the present Apprenticeship Program (and any future program which the Employer may enter into), the requirements of these programs must be met. To the extent that the collective agreement is inconsistent with the requirements of the Program, the provisions of the collective agreement shall not be applicable. Without limiting the generality of the foregoing;

1. The Program's requirements respect of travel and accommodation shall take precedence over the Employer's Travel Policy;
2. While employed by QEC, employees shall receive pay based on the minimum rate of the Pay Scale in effect at the time. For greater certainty, Apprentices do not receive increments under the Pay Scale base wage rate until the successful completion of their Apprenticeship Program. Employees will also be provided a lump sum payment equal to five percent (5%) of salary and overtime earnings (from the last date of pay-out) in the last pay period prior to entry into the training phases of the program.
3. Upon attainment of certification as a Journeyman, employees shall be paid at Step 3 of the appropriate Pay Grade.
4. Wages:

#### Base Wage Rate (2014)

Salary:	\$	per hour (Base Rate x 63%)
After 6 months	\$	per hour (Base Rate x 68%)
Successful Completion of 1 <sup>st</sup> year	\$	per hour (Base Rate x 73%)
Successful Completion of 2 <sup>nd</sup> year	\$	per hour (Base Rate x 83%)
Successful Completion of 3 <sup>rd</sup> year	\$	per hour (Base Rate x 93%)

#### Base Wage Rate (2015)

Salary:	\$	per hour (Base Rate x 63%)
After 6 months	\$	per hour (Base Rate x 68%)
Successful Completion of 1 <sup>st</sup> year	\$	per hour (Base Rate x 73%)
Successful Completion of 2 <sup>nd</sup> year	\$	per hour (Base Rate x 83%)
Successful Completion of 3 <sup>rd</sup> year	\$	per hour (Base Rate x 93%)

**Base Wage Rate (2016)**

Salary:	\$	per hour (Base Rate x 63%)
After 6 months	\$	per hour (Base Rate x 68%)
Successful Completion of 1 <sup>st</sup> year	\$	per hour (Base Rate x 73%)
Successful Completion of 2 <sup>nd</sup> year	\$	per hour (Base Rate x 83%)
Successful Completion of 3 <sup>rd</sup> year	\$	per hour (Base Rate x 93%)

5. In respect of future programs which the QEC may enter into, it shall:
1. Provide applicant's with letter of offer which specifies what may be available to the individual during the Apprenticeship program, and specifically:
    - rates of pay;
    - the availability of housing;
    - Housing allowances;
    - Location allowances;
    - Per diems.
  2. Provide Records of Employment in respect of the training phases of the program as soon as possible following notification to the Payroll Office, to avoid delays in receipt of Employment Insurance benefits.
  3. Where there is a potential for more than one Apprenticeship opportunity for an employee, the employee may express a preference. Final determination of the opportunity to be offered remains with the Employer.

**LETTER OF UNDERSTANDING # 9**

**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 with pay 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.

Signed in Iqaluit, Nunavut this 23<sup>rd</sup> day of OCTOBER, 2015.

For the Quilliq Energy Corporation:



The Honourable Keith Peterson,  
Minister Responsible for  
the *Public Service Act* and for  
Quilliq Energy Corporation

For the Nunavut Employees Union:



William Fennell  
President, Nunavut Employees Union



Angela Visser  
Chief Financial Officer



Adam Kilukishak



Darryl Taylor,  
Manager of Planning & Analysis



Lisa Kirk



Dave Clark,  
Director of Operations

Jack Bourassa  
Regional Executive Vice-President - North  
Public Service Alliance of Canada



Cheryl Ramsay  
Director, Employee Relations and  
Job Evaluation, Government of Nunavut

Jawara Gairey,  
Negotiator,  
Public Service Alliance of Canada



Hilary Burns  
Employee Relations Consultant  
Government of Nunavut

Glenn Tait  
Chief Negotiator