

Collective Agreement

between

Qulliq Energy Corporation

and

Nunavut Employees Union

Expires December 31, 2010

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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) "Union" means the Nunavut Employees Union.
- (c) "Employer" means the Government of Nunavut as represented by the Chairman of the Financial Management Board or his/her designate.
- (d) "President" means President, Qulliq Energy Corporation.
- (e) "Corporation" means Qulliq Energy Corporation.
- (f) "Continuous Employment" and "Continuous Service"
 - (i) means uninterrupted employment with the Northern Canada Power Commission and with the Government of the Northwest Territories; and the Government of Nunavut; and "Continuous Employment" and "Continuous Service" includes prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the above Public Service prior to June 20, 1972, or providing he/she was recruited or transferred within three (3) months of terminating such previous employment with such Government; except as provided in Section 35 of the Public Service Act or where a function of the Federal Government is transferred to the Government of Nunavut.
 - (ii) with reference to reappointment of a lay-off, means employment in the position held at the time of the lay-off, and employment in the position to which he/she is appointed shall constitute continuous employment provided the lay-off occurred subsequent to 1st April, 1970.
- (g) "Common-Law Partner": A Common Law relationship exists when, for a continuous period of at least one year, an employee has lived with that person,

publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if the person were their spouse.

- (h) "Discharge" 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.
- (i) Rates of Pay:
 - (i) "bi-weekly rate of pay" means an employee's annual salary divided by 26;
 - (ii) "weekly rate of pay" means an employee's annual salary divided by 52;
 - (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.
- (j) "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.
- (k) "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.
- (l) "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.
- (m) "Lay-Off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function.
- (n) "Leave of Absence" means permission to be absent from duty.
- (o) "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.
- (p) "Position" means an aggregation of duties, tasks and responsibilities requiring the services of one employee.
- (q) "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.
- (r) "May" shall be regarded as permissive.
- (s) "Shall" and "Will" are imperative.
- (t) "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.

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 Area Headquarters, the Corporate Head office in Baker Lake, or the Nunavut Administration 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.
- 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.

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 within a reasonable period of time after deductions