



April 8, 2009

**To: ALL EMPLOYEES OF THE QULLIQ ENERGY CORPORATION  
REPRESENTED BY THE NUNAVUT EMPLOYEES UNION**

**Re: RATIFICATION OF TENTATIVE AGREEMENT**

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A tentative agreement was reached on April 7, 2009, on behalf of NEU members who work for the Qulliq Power Corporation. The tentative agreement, if ratified by the membership, will have an expiry date of December 31, 2010 (3 year agreement).

The highlights of improvements to the collective agreement are as follows:

**Economic Increases**

- Economic increases of     3.28% in 2008 (retroactive)  
                                      3.64% in 2009 (retroactive)  
                                      5.0% in 2010
- 3% increase in standby pay in each of the three years (retroactive).
- 5% increase in shift premium in 2008 (retroactive).
- 5% increase in protective clothing allowance in 2008 (retroactive).
- 5% increase in boot allowance in 2008 (retroactive).
- Increase in Location Allowance, equal to Government of Nunavut Northern Living Allowance by January 1, 2010.
- Increase in Continuous Service Bonus for employees with over 10 years of service.
- Extra \$50.00 for medical travel beyond 25 days, to a maximum of 40 days.

**Improvements to Leave**

- Paid holiday for Nunavut Day.
- Paid holiday for Community Functions.
- One winter bonus day for every five continuous days of vacation taken between October 31 and March 31.
- Designated paid holidays are paid to all employees who are not absent without pay on both the work day before and the work day after the holiday (used to only get paid if you were at work at least 15 days in the 30 days prior to the holiday).

**Other Improvements**

- Calculation of time away from home will not be affected if you return to your normal work location for a period of less than 48 hours.
- New Article 48 - a deferred salary plan.
- Additions and improvements to lay-off provision.
- Improvements to the grievance process.
- Improvements on joint consultation to ensure that the joint union management committee functions more effectively.
- Contribution to the PSAC Social Justice Fund
- Strengthening of language to ensure employees are not recalled from vacation unnecessarily.
- Bereavement leave specifies spouse and "common-law partner".

### **Assistant Operators**

There are also major changes which affect Assistant Operators:

#### **Assistant Operators who work 40 hours a week**

Appendix "G" has been deleted. This means that full-time Assistant Operators will have **exactly the same** protections, benefits and allowances as all other full-time employees.

#### **Assistant Operators who work 24 hours a week**

Part-time Assistant Operators will now be governed by provisions in the collective agreement for part-time employees. This means that they receive **exactly the same** protections, benefits and allowances as full-time employees, except that some provisions are pro-rated. Sick leave and vacation, for instance, is earned based on the number of hours worked, so because a part-time Assistant Operator works approximately 60% as much as a full-time employee, they will earn credits at approximately 60% the rate of a full-time employee. The continuous service bonus and the protective clothing allowance, however, will be paid **in full** to part-time employees.

### **Job Evaluation**

Letter of Understanding included in the collective agreement that provides:

1. Timelines for the implementation of changes to the job evaluation tool
2. Information sessions for all employees on the new job evaluation plan so that everyone can understand how it works

### **New Article 47: Appeal process.**

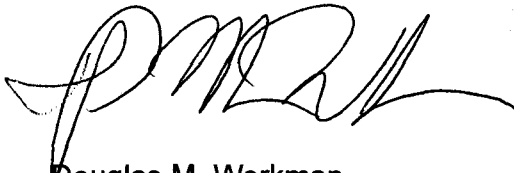
Anyone who believes that their job was incorrectly evaluated can file an appeal and be heard by an Appeals Committee with an independent third party chair.

All of the proposed changes to the collective agreement are attached, and you are encouraged to read them carefully and have all of your questions answered before you vote.

The members of your bargaining team,

Doug Workman (NEU President)  
Joe Sageatook  
Jeff Frampton  
J.J. Qillaq  
Craig Simailak  
Gaby Levesque (PSAC negotiator)

unanimously recommend acceptance of this tentative agreement.



Douglas M. Workman  
President  
Nunavut Employees Union



Jean-Francois Des Lauriers  
Regional Executive Vice President  
P.S.A.C. - North

c.c. National Board of Directors  
Catharine Rogers, Director, CBB  
Susan Jones, Coordinator, Negotiations Section  
Morna Ballantyne, Director, ROB  
Denis Boivin, Coordinator, Communications  
Gaby Levesque, Negotiator  
Negotiators/Research Officers  
Representation Section  
Data Bank

**Article 2.01 (k)(i) Assistant Operators**

The Employer and the Union agrees that Article 2.01 (k)(i)", Assistant Operators, shall be deleted.

**15.07 Recall to Duty From Vacation Leave**

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

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

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

**Article 16.01 Designated Paid Holidays**

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

New Year's Day

- (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) **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**
- (l) **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.**
- (m) **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.**

#### **Article 16.02**

~~16.02 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.~~

**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.**

## **Article 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 or **common-law partner**, 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.

## **Article 19.07 Sick Leave Travel Expenses**

### 19.07 Travel Expenses - Illness of Employee or Dependant

- (n) 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.
- (o)
  - (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.
- (p) (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.
- (q) 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.
- (r) 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.
- (s) 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.

## Article 20.08 Time Away

### 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.

## Article 26 – Standby Pay

26.01 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.

### **Effective January 1, 2008**

In lieu of standby pay specified in 26.01(a) and overtime pay specified in Articles 22 and 26 for regular plant checks, Plant Superintendents 1 and 2 shall be paid an annual allowance of **\$12, 942.98 effective January 1, 2008, an annual allowance of \$13, 331.27, effective January 1, 2009, and an annual allowance of \$13, 731.21 effective January 1, 2010.**

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. For every day that the employee is not on standby, the annual allowance is reduced by the amount of \$32.45 per day (\$227.16 per week).

**Effective January 1, 2008 the amount of \$35.46 per day (\$248.22 per week).**

**Effective January 1, 2009 the amount of \$36.52 per day (\$255.64 per week).**

**Effective January 1, 2010 the amount of \$37.62 per day (\$263.34 per week)**

### **Article 27 – Shift Premium**

#### **27.01 SHIFT PREMIUM**

An employee shall receive a shift premium for all hours worked, including overtime hours worked, on shift, half (1/2) or more of the hours of which are regularly scheduled between 1800 hours (6:00 pm) and 0600 hours (6:00 am) as follows:

**Effective January 1, 2008 \$2.10**

### **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.**

### **Article 31 Grievance Procedure**

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) Second Level (Chief Operating Officer)~~

~~(c)~~(b) Final Level (President and CEO)

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 ~~tenth (10th)~~ **twenty-first (21st)** 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 ~~fourteen (14)~~ **twenty-one (21)** calendar days at levels one (1) and ~~two (2)~~ and within thirty (30) calendar days at the final level.

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 31.19 shall be by a single arbitrator selected in rotation from the following list:~~

~~G. Power~~

T. Jolliffe  
D. Jones  
J. Mereau

- (t) ~~(b) If an arbitrator selected in rotation from the preceding list is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, the next name on the rotation list will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period.~~

The parties agree that arbitration referred to in 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.

#### Article 34 – Clothing and Protective Equipment

34.01 Linemen shall be reimbursed upon providing receipts to the Employer, up to **\$210** 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 **\$210** 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 employment in order to become eligible for the allowance.

#### Article 36 – Joint Consultation

##### 36.05 UMCC Structure

~~One~~ **Four** union representatives will be elected/selected from amongst bargaining unit members ~~from each of the following areas:~~

~~Baffin North~~  
~~Baffin South~~  
Kivalik  
Kitikmeet

**representing workers in diverse regions of Nunavut.**

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. ~~A minimum of two (2) UMCC meetings shall be held per year. 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.

#### Article 42 – Protective Clothing Subsidy

42.01 (a) On September 1<sup>st</sup> of each year, eligible employees shall be reimbursed, 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:

**\$735 effective January 1, 2008**

Eligible employees include the following:

- I. all Plant Superintendents, Plant Operators and **Assistant Operators**
  - II. any other employee who the Employer considers eligible for the subsidy based on his/her work responsibilities.
- (b) For the purposes of Article 42.01(a) (II), the Employer agrees to consult with the Union prior to adding employees to the eligibility list.

- (c) Any amounts expended by an eligible employee for which receipts have been submitted, but for which the employee has not been reimbursed, may be carried forward to the following year. The amount paid cannot exceed the **\$735** early maximum.
- (d) Receipts shall be submitted once annually for reimbursement between September 1st and August 31st.
- (e) **Should the Employer alter the responsibilities of an employee such that the employee is no longer eligible or decide that the employee is no longer eligible, that the employee will be "grandfathered" so that they will continue to receive the subsidy as long as they occupy their current position.**

#### **Article 45 – Duration and Renewal**

45.01 The term of this Agreement shall be from **January 1, 2008 to December 31, 2010**. Changes to pay schedules in Appendix A and A1 shall be effective on the dates specified in the schedules. All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

#### **Article 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.

#### **NEW Article 47 - Job Evaluation Appeal**

**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.**

**Employees may only appeal the job evaluation of their substantive position and not one in which they may act in.**

**An employee may withdraw their appeal at any point in the process.**

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.

Where the Committee requires the presence of the employee, the employee will not suffer any resulting loss of pay.

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.

Decisions of the Job Evaluation Appeals Committee are final and binding and not subject to the grievance procedure.

#### **NEW Article 48 - Deferred Salary Leave Plan**

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.

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.

During the period of leave, employees may engage in whatever activities they wish.

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 Qulliq Energy Corporation 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

Participation in the program can begin at any given time during the year.

As long as operational requirements are satisfied, there is no maximum number of employees allowed to enter the program. Employees must make written application to their Supervisor. Applications should state the proposed start of the salary deferral and the proposed period of leave.

Each participant will sign an agreement covering the details of the plan. 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.

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.

**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.**

**Income tax will be deducted in accordance with the provisions of the Income Tax Act and its regulations.**

**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 the Employer's 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.**

**Upon return from leave, the Employer 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.**

**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.**

**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:**

**Withdrawing from the plan and taking a refund of the total in the deferred salary account; or**

**Deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.**

**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.**

**NEW - Winter Bonus Days**

**An employee shall receive one (1) winter bonus day for every five (5) consecutive days of annual leave, which he/she liquidates between October 1<sup>st</sup> and March 31<sup>st</sup> of any fiscal year up to a limit of four (4) winter bonus days in any one (1) fiscal 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 fiscal year. Winter bonus days shall be calculated in accordance with Article 15.**

Appendix "A": Hourly Rates of Pay and Ranges and Experience Increments

Rates  
EFFECTIVE JANUARY 1,  
2008

YEAR 1

Hourly rates:		Increase across the board 3.29%						
	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Q	948 - 1000	67.31	71.52	75.73	79.93	84.14	88.35	92.56
P	947 - 897	62.99	66.77	70.56	74.34	78.13	81.91	85.69
O	896 - 846	58.94	62.34	65.74	69.14	72.54	75.94	79.34
N	845 - 795	55.14	58.20	61.25	64.30	67.35	70.41	73.46
M	794 - 744	51.59	54.33	57.06	59.80	62.54	65.28	68.01
L	743 - 693	48.26	50.71	53.17	55.62	58.07	60.52	62.97
K	692 - 642	45.15	47.34	49.53	51.72	53.92	56.11	58.30
J	641 - 591	42.23	44.19	46.15	48.10	50.06	52.02	53.97
I	590 - 540	39.50	41.25	42.99	44.74	46.48	48.23	49.97
H	539 - 489	36.95	38.50	40.05	41.61	43.16	44.71	46.26
G	488 - 438	34.56	35.94	37.32	38.69	40.07	41.45	42.83
F	437 - 387	32.32	33.54	34.76	35.99	37.21	38.43	39.65
E	386 - 336	30.22	31.30	32.39	33.47	34.55	35.63	36.71
D	335 - 285	28.26	29.22	30.17	31.12	32.08	33.03	33.99
C	284 - 234	26.43	27.27	28.11	28.95	29.78	30.62	31.46
B	233 - 183	24.71	25.45	26.18	26.92	27.66	28.39	29.13
A	182 - 131	23.10	23.75	24.39	25.03	25.68	26.32	26.96

Rates  
EFFECTIVE JANUARY 1,  
2009

YEAR 2

3.64% Increase across the  
board

Hourly rates:

	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Q	948 - 1000	69.76	74.12	78.48	82.84	87.20	91.56	95.92
P	947 - 897	65.28	69.20	73.13	77.05	80.97	84.89	88.81
O	896 - 846	61.08	64.61	68.13	71.66	75.18	78.71	82.23
N	845 - 795	57.15	60.31	63.48	66.64	69.81	72.97	76.13
M	794 - 744	53.47	56.31	59.14	61.98	64.81	67.65	70.49
L	743 - 693	50.02	52.56	55.10	57.64	60.18	62.72	65.26
K	692 - 642	46.79	49.06	51.34	53.61	55.88	58.15	60.42
J	641 - 591	43.77	45.80	47.83	49.86	51.88	53.91	55.94
I	590 - 540	40.94	42.75	44.56	46.37	48.17	49.98	51.79
H	539 - 489	38.29	39.90	41.51	43.12	44.73	46.34	47.95
G	488 - 438	35.81	37.24	38.67	40.10	41.53	42.96	44.39
F	437 - 387	33.49	34.76	36.03	37.30	38.56	39.83	41.10
E	386 - 336	31.32	32.44	33.56	34.68	35.81	36.93	38.05
D	335 - 285	29.29	30.28	31.27	32.26	33.25	34.23	35.22
C	284 - 234	27.39	28.26	29.13	30.00	30.87	31.74	32.61
B	233 - 183	25.61	26.37	27.14	27.90	28.66	29.42	30.19
A	182 - 131	23.94	24.61	25.28	25.95	26.61	27.28	27.95

Rates  
EFFECTIVE JANUARY 1,  
2010

YEAR 3

5.00% Increase across the  
board

Hourly rates:

	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Q	948 - 1000	73.25	77.83	82.41	86.99	91.56	96.14	100.72
P	947 - 897	68.54	72.66	76.78	80.90	85.02	89.14	93.25
O	896 - 846	64.14	67.84	71.54	75.24	78.94	82.64	86.34
N	845 - 795	60.01	63.33	66.65	69.97	73.30	76.62	79.94
M	794 - 744	56.14	59.12	62.10	65.08	68.06	71.03	74.01
L	743 - 693	52.52	55.19	57.86	60.52	63.19	65.86	68.52
K	692 - 642	49.13	51.52	53.90	56.29	58.67	61.06	63.44
J	641 - 591	45.96	48.09	50.22	52.35	54.48	56.61	58.74
I	590 - 540	42.99	44.89	46.79	48.68	50.58	52.48	54.38
H	539 - 489	40.21	41.90	43.59	45.28	46.97	48.66	50.35
G	488 - 438	37.61	39.11	40.61	42.11	43.61	45.11	46.61
F	437 - 387	35.17	36.50	37.83	39.16	40.49	41.82	43.15
E	386 - 336	32.89	34.07	35.24	36.42	37.60	38.77	39.95
D	335 - 285	30.76	31.79	32.83	33.87	34.91	35.95	36.98
C	284 - 234	28.76	29.67	30.59	31.50	32.41	33.33	34.24
B	233 - 183	26.89	27.69	28.49	29.29	30.09	30.90	31.70
A	182 - 131	25.14	25.84	26.54	27.24	27.94	28.64	29.34

### Appendix C – Location Allowance

Community	Location Code	01- Jan-08	01- Jan-09	01- Jan-10
Arctic Bay/Nanisivik	710	23,045	24,249	25,433
Arviat	603	19,150	20,108	21,113
Baker Lake	602	22,114	23,220	24,381
Cambridge Bay	501	19,038	19,038	19,716
Cape Dorset	703	19,029	19,981	20,980
Chesterfield Inlet	605	20,995	22,045	23,147
Clyde River	711	20,842	21,884	22,978
Coral Harbour	604	21,126	22,182	23,292
Gjoa Haven	502	23,896	25,090	26,345
Grise Fiord	712	31,251	32,814	34,455
Hall Beach	707	21,371	22,439	23,561
Igloolik	706	20,480	21,504	22,579
Iqaluit	701	13,563	14,289	15,016
Kimmirut	709	17,345	18,212	19,122
Kugaaruk (Pelly Bay)	504	24,162	25,371	26,639
Kugluktuk	505	19,993	20,992	22,042
Pangnirtung	702	17,276	18,177	19,077
Pond Inlet	705	21,963	23,061	24,214
Qikiqtarjuaq	708	20,533	21,560	22,638
Rankin Inlet	601	16,795	17,635	18,517

Repulse Bay	607	20,738	20,851	21,894
Resolute Bay	704	25,829	27,121	28,477
Sanikiluaq	713	18,406	19,327	20,293
Taloyoak	503	27,596	28,975	30,424
Whale Cove	606	19,559	20,537	21,564

**Continuous Service Bonus**

Less than 6 months	\$ -
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 E**

### **EXCLUSIONS**

#### **MEMORANDUM OF AGREEMENT BETWEEN THE NUNAVUT EMPLOYEES UNION AND THE QULLIQ ENERGY CORPORATION**

The parties hereby agree that this memorandum of agreement shall form part of the collective agreement between the Nunavut Employees Union and the Qulliq Energy Corporation.

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 POSITIONS**

1. Where the Employer wishes to exclude a position from the bargaining unit based on the exclusion criteria described above, 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 their 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 thirty (30) days of the receipt by the Union of the Employer’s 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, the Union and the Employer shall attempt to resolve their differences and, where the two parties fail to reach an agreement, either party may refer the matter to arbitration.
5. Where a matter has been referred to arbitration, it shall follow the arbitration procedure under Article 31.19 through 31.26.
6. A position shall not be excluded until:
  - a) the Union agrees with the Employer's proposal to exclude the position; or
  - b) an arbitrator has determined that the position is to be excluded.
7. The time limits prescribed within this Memorandum of Agreement may be extended by agreement of the parties.

#### **Appendix "G" Assistant Operators**

The Employer and the Union agrees that Appendix "G", Assistant Operators, shall be deleted.

**LETTER OF UNDERSTANDING  
RESPECTING  
THE PSAC SOCIAL JUSTICE FUND**

**Between**

**The Nunavut Employees Union**

**And**

**The Qulliq Energy Corporation**

**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 fiscal quarter year, and such contributions remitted to the PSAC National office. Contributions to the fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.**

**This Letter of Understanding will become effective only upon the date of the signing of this agreement and will expire at the end of the term of this agreement.**

**LETTER OF UNDERSTANDING**

**RESPECTING**

**JOB EVALUATION**

**Between**

**The Nunavut Employees Union**

**And**

**The Qulliq Energy Corporation**

**The Employer agrees to implement each of the seven points committed to in its letter from the President of QEC, dated January 22, 2009 to the President, NEU. Further, it will provide specific dates in writing by May 1<sup>st</sup>, 2009, upon which each of these commitments will be implemented.**

**The Employer further agrees to implement a new Job Evaluation Appeal process through Article 47 in the Collective Agreement, which comes into effect with the signing of this Collective Agreement.**

**The Employer agrees to draft and deliver a Job Evaluation Information Program that is designed to reach all employees of the QEC that are members of the NEU. The program will provide a detailed description of the Job Evaluation Plan used by the QEC, how that plan was applied to QEC positions and how the plan links to the QEC pay scales. QEC will deliver these information sessions on location where feasible or through an appropriate web based technology, where not. The employer further agrees to consult with the union on the substance to be delivered in the information sessions and commits to provide the union President with approximate dates of the information sessions on or about May 1<sup>st</sup>, 2009.**

**At any rate, the Employer commits to completing all of the above initiatives during the calendar year of 2009.**