

**Union Proposals**  
**for the renewal**  
**of the Collective Agreement**  
**between**

**The Nunavut Employees Union**

**and**

**The Government of Nunavut**

**January 25, 2008**

Article 18 – Annual Leave

**18.01 Accumulation of Annual Leave**

- (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he/she shall earn Annual Leave at the following rates:

**Effective date of signing,**

- (i) ~~one decimal three seven five (1.375)~~ **one decimal seven nine (1.79)** days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (ii) ~~one decimal seven nine (1.79)~~ **two decimal zero eight (2.08)** days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ~~nine (9)~~ **four (4) years** of continuous service is completed.
- (iii) ~~two decimal zero eight (2.08)~~ **two decimal five (2.5)** days each month commencing in the month after completion of ~~nine (9)~~ **four (4) years of continuous employment and ending in the month that nine (9)** of continuous service is completed.
- (iv) ~~two decimal two one (2.21) days after each month commencing the month after completion of fifteen (15) years of continuous employment.~~ **two decimal nine two (2.92) days each month commencing the month after completion of nine (9) years of continuous employment.**
- (v) ~~two decimal six two five (2.625) days after each month commencing the month after completion of twenty (20) years of continuous employment.~~
- (vi) to (x) **delete**
- (b) The accumulated service for part-time employees shall be counted for the improved annual leave entitlements in **(i), (ii), (iii) and (iv)**, ~~(v), (vii), (viii), (ix), (x)~~ above of section (a) of this Article.

**Article 19 – Special Leave Credits**

- 19.05 The Deputy Head shall, subject to operational requirements and with advance notice, grant employees Special Leave with pay for ~~one (1)~~ **two (2)** working days per fiscal year, to be taken at the discretion of the employee.

## Article 20 – Sick Leave

### 20.09 Transportation To a Medical Centre

- (a) Renew
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
  - (i) to (iv) Renew
- (new) v) actual and reasonable child care expenses, both day and night, as required, for the care of children travelling or remaining at home during this period.**
- (c) Renew
- (d) In the case of an employee being the escort for a member of his/her immediate family, the employee ~~may~~ **shall** be granted special leave ~~for non-elective medical evacuation only. Such leave will not be unreasonably denied.~~ Travel time, as defined under Clause 20.10, ~~will not~~ **shall** be granted for this escort duty.
- (e) Renew
- (f) Renew

### 20.10 Travel Time

Every employee who receives medical travel assistance under 20.09 and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, ~~up to a maximum of three days.~~ Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

### 20.11 Payout of Sick Leave Credits

**Upon termination after ten (10) years or more of continuous employment, or upon termination of employment for health reasons after one (1) year of continuous employment, an employee shall receive a payout in cash for the total of his/her accumulated sick leave credits earned, at the rate of twenty-five percent (25%) of his/her rate of pay.**

## Article 21 – Other Types of Leave

### 21.02 Public Service Leave

- (a) renew
- (b) An employee, other than an employee on leave of absence without pay or under suspension, may be granted leave with or without pay for a period of up to a maximum of fifteen (15) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Public Service work for the purposes of this clause is limited to:
  - (i) **participation in a firefighting, ~~ranger~~ and search and rescue training and missions;**
  - (ii) serving on a government board, such as the Workers Compensation Board, or the Liquor Licensing Board;
  - (iii) serving on a co-management board or other Institute of Public Government board established under the Nunavut Land Claims Agreement;
  - (iv) serving on a municipal council or committee; or
  - (v) participating in Federal/Territorial/Municipal consultation forums.
- New (vi) **attends a course in civil defense training including Canadian Ranger exercises and missions..**
- New (vii) **participating as a participant, coach, officiator, board or committee member to a recognized sporting association;**
- (c) renew

### New 21.08 Transfer of Leave Credits

The parties agree that employees may transfer or exchange their own vacation, sick or compensatory leave credits with **their spouse**.

### New 21.10 Travel Days (Move to Article 19 – Special Leave Credits)

**Employees shall be granted travel days with pay whenever an employee is required to travel outside his/her home community, for the duration of the time that the employee is actually travelling, to and from another community. This will include travel associated with annual leave, medical transportation**

assistance, bereavement leave, leave for birth or adoption of a child, wedding, divorce and Public Service Leave.

**NEW 21.11 Leave for Hunting, Fishing or Harvesting**

Subject to operational requirements, **up to four days** leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably denied.

**ARTICLE 23 - Overtime**

23.04 (a) Renew

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.04 (b)(ii);
- (ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
- (iii) in lieu of (i) and (ii) above, the Employer ~~may agree to~~ 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.

**New (c) In lieu of (a) and (b) above 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 150 hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over 150 shall be paid in accordance with (a) and (b) above. Any amounts in the bank of leave can be carried forward from one fiscal year to the next, ~~provided that at no time can the bank of leave exceed 112.5 hours.~~ All amounts carried over to a new fiscal year and not liquidated by September 30, shall be paid out in the first pay in October in the new fiscal year.**

(c) and (d) Renumber and Renew

## ARTICLE 24 – Pay

24.06 When an employee is appointed to a new position in the Public Service, he/she shall be paid:

- (a) Renew
- (b) Renew
- (c) Renew

New (d) **Prior Related Experience**

**An employee shall be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.**

**24.12** Trainer's Allowance – amend to read:

An employee who the Employer assigns to be a designated trainer for a specific employee to give guidance and advice in the professional development and training of that employee and who is not assigned those duties in his/her job description shall be paid a trainer's allowance of **five hundred** dollars (\$500.00) per month or portion thereof effective date of signing ~~or portion thereof for the period of the training and effective April 1, 2005 shall be paid a trainer's allowance of two hundred dollars (\$200.00) per month or portion thereof for the period of the training.~~

The trainer will report on the progress of the employee he/she is training on a regular basis. The period of training shall be set out in advance in a Training Agreement, and shall be for a minimum period of one week. The Training Agreement shall set out the roles and responsibilities of the designated trainer and the process for evaluating the progress during the training period.

## ARTICLE 27 – Shift Premiums

27.01 An employee who is regularly scheduled to work, **or is required to be on standby by the employer**, outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:

- (a) Effective date of signing, ~~one dollar and fifty cents (\$1.50)~~ **two dollars (\$2.00)** per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
- (b) Effective date of signing, ~~one dollar and seventy five cents (\$1.75)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

27.02 Employees shall receive an additional premium of ~~eighty cents (\$0.80)~~ **one dollar and twenty-five cents (\$1.25)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

New

### 27.03 Hazardous Work Premium

**Where employees are required to perform work that is deemed to be dangerous and where the work is still required to be performed, employees shall be paid a Dangerous Work Premium of 20% of their applicable rate of pay. In Correctional facilities, this premium would be paid whenever capacity was 20 % higher than standard capacity.**

## ARTICLE 28 – Standby Pay

28.01 (a) Effective date of signing, where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ~~fifteen dollars (\$15.00)~~ **one hours pay** for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

- (i) For any period of standby on a day of rest or a designated paid holiday, he/she shall be ~~paid nineteen dollars (\$19.00)~~ **entitled to a standby payment of two hours pay.** ~~and, as of April 1, 2006, nineteen dollars and fifty cents (\$19.50).~~

(b) to (e) Renew

## **ARTICLE 30 - Severance Pay**

### **New Mentoring**

**An employee who the Employer assigns to be a designated mentor for a specific employee to give guidance and advice in the professional development and mentoring of that employee and who is not assigned those duties in his/her job description shall be paid a mentoring allowance of five hundred dollars (\$500.00) per month or portion thereof for the period of the mentoring.**

**The mentor will report on the progress of the employee he/she is mentoring on a regular basis. The period of mentoring shall be set out in advance in a Mentoring Agreement, and shall be for a minimum period of one week. The Mentoring Agreement shall set out the roles and responsibilities of the designated mentor and the process for evaluating the progress during the mentoring period.**

**A mentor will not be responsible for her/his full range of duties during the mentoring period**

## **ARTICLE 36 - Contracting Out**

**36.01 ~~The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.~~ There shall be no contracting out of bargaining unit work during the life of the collective agreement.**

## ARTICLE 37 – Superannuation and Benefits

37.04 The Employer shall provide, at no cost to the employees, the Nunavut Employees Union Dental Plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement:

- (a) Deductibles per benefit year to decrease to as follows:
  - (i) For single coverage:
    - (a) ~~Effective date of signing, twenty dollars (\$20.00) per benefit year.~~
    - (b) Effective April 1, 2006, fifteen dollars (\$15.00) per benefit year.
  - (ii) For family coverage:
    - (a) ~~Effective date of signing, forty dollars (\$40.00) per benefit year.~~
    - (b) Effective April 1, 2006, thirty dollars (\$30.00) per benefit year.
- (b) Effective date of signing, periodontic reimbursement to increase to ~~60%~~**75%**.
- (c) Effective ~~April 1, 2006~~**date of signing**, “Major Dental Services” category reimbursement to increase to ~~60%~~**75%**.
- (d) Effective ~~April 1, 2006~~**date of signing**, annual maximum reimbursement (excluding orthodontic services) to increase to ~~one thousand two hundred dollars (\$1,200)~~**two thousand, five hundred dollars (\$2,500)** per benefit year.

## **Article 39 – Nunavut Northern Allowance**

**The Union proposes the following amendments to this Article**

- 1 – Introduce a Nunavut Northern Allowance equivalent to the Environmental and Living Cost Differential amounts paid by the Federal Government to Federal Public Service Employees working in similar communities.**
  
- 2 - Introduce a Fuel Allowance equivalent to the Fuel and Utilities allowance paid by the Federal Government to Federal Public Service Employees working in similar communities.**
  
- 3 - Introduce a Vacation Travel Assistance Allowance equivalent to the cost of economy airfare from an employee's community to a normal departure point for the employee and dependants. There will be two VTA's per year**

**The Union proposes that the parties enter into an agreement whereby the Nunavut Northern Allowance program is reviewed and renegotiated during the life of the collective agreement. The negotiations will review the factors and their criteria which are currently used to establish amounts of Nunavut Northern Allowance.**

**In the interim the current formula shall form the basis of the of the NNA but individual communities shall have their amounts amended as follows where the formula does not generate the identified increases:**

**Effective October 1, 2006- Add 10 % to the rates in the expired collective agreement**

**Effective October 1, 2007 - Add 5 % to the rates in the expired collective agreement**

**Effective October 1, 2008 - Add 5 % to the rates in the expired collective agreement**

## ARTICLE 41 - Duty Travel

41.01 (a) Renew

(b) For the purposes of this Article, hours travelled include a one **(1) hour (two (2) hours for airports in communities outside of Nunavut and the Northwest Territories)** check in period at airports, bus depots or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

(c) Renew

(d) Renew

### 41.07 Other Expenses

Employees may be reimbursed for:

(a) to (f) Renew

(g) ~~employees may be reimbursed for~~ **child** care expenses if the employee, due to the requirement to travel **or attend training in their home community** on behalf of the Employer, incurs **child** care expenses which exceed those which would have normally been incurred, upon provision of receipts and to a maximum of:

(i) ~~forty dollars (\$40.00)~~ **seventy-five dollars (\$75.00)** per day per **child**, effective date of signing of this Collective Agreement.

(ii) ~~forty five dollars (\$45.00) per day per child, effective April 1, 2006.~~

~~41.10 (c) — Renew~~

## ARTICLE 43 – Education and Professional Development Leave

**For Discussion – The employer shall set aside an amount equal to 6% of salaries to provide leave and expenses under this article...**

**For Discussion – The employer shall ensure that two educational sessions per year are provided to professional staff...**

## **ARTICLE 51 – Casual Employment**

51.01 The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment in any particular division or department.

Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his/her employment.

**Where an employee works beyond a four month period, the employee shall be appointed on a term basis and become subject to the provisions of Article 52.**

**A casual employee shall be eligible to apply for and receive an interview for vacant positions.**

51.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

51.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

- (a) Clause 2.01(e) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of Nunavut which has not been broken by more than **twenty (20) working days**. Provided always that there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.
- (b) Renew
- (c) Renew

## **ARTICLE 52 - Term Employees**

New

**52.05 A term employee shall be eligible to apply for and receive an interview for vacant positions.**

**ARTICLE 54 - Duration and Renewal**

54.01 The terms of this Agreement shall be from ~~April 1, 2003 to September 30, 2006.~~  
**October 1, 2006 to September 30, 2009.**

The pay schedules contained in Appendix B take effect on the dates specified. The Nunavut Northern Allowance schedules take effect on the dates specified. All other provisions of this Agreement shall take effect on ~~June 17, 2004~~ **to be determined** unless another date is expressly set out.

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**New - Memorandum of Understanding (8)**

**For Discussion – Discipline**

**The Union is proposing that the parties develop language which will accommodate employees who have been charged with a criminal offence and whose case is not yet resolved in the courts.**

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**New - Memorandum of Understanding (10)**

**Continuous Service Bonus**

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

**All employees who are on staff as of September 1 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 September.**

**Continuous Service**

**Annual Payment**  
**September 1, 2006**

<b>6 to 12 months</b>	<b>\$ 1,000 (prorated)</b>
<b>1 year of continuous service</b>	<b>\$ 1,000</b>
<b>2 years of continuous service</b>	<b>\$ 2,000</b>
<b>3 years of continuous service</b>	<b>\$ 3,000</b>
<b>4 years of continuous service</b>	<b>\$ 4,000</b>
<b>5 years of continuous service</b>	<b>\$ 5,000</b>
<b>6 years of continuous service</b>	<b>\$ 6,000</b>
<b>7 years of continuous service</b>	<b>\$ 7,000</b>
<b>8 years of continuous service</b>	<b>\$ 8,000</b>
<b>9 years of continuous service</b>	<b>\$ 9,000</b>
<b>10 or more years of continuous service</b>	<b>\$10,000</b>

**Employees with less than 12 months continuous service but who have completed six months continuous service will have their bonus prorated an the number of completed months of continuous service.**

**New - Memorandum of Understanding (12)**

**For Discussion – Job Postings**

**The Union is proposing the introduction of the following language for Staffing based on the following principles:**

**-All vacancies shall be posted internally within the G of N prior to posting outside of the G of N.**

**-All Indeterminate, Term and Casual employees (with at least six months of service), shall be eligible to apply.**

**-A job may be advertised externally and concurrently with an internal posting, providing that the internal process is completed before the external candidates are considered.**

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**Memorandum of Understanding (13)**

**For Discussion – Housing Allowance**

**The Union is proposing the introduction of a Housing Allowance of \$1,000 per month.**

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**New - Memorandum of Understanding (14)**

**Whistleblowing**

**XX.01 No employee shall be disciplined or otherwise penalized, including but not limited to demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the Public Service as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, or Act of a legislature of any province or territory or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety of the environment.**

**New - Memorandum of Understanding (15)**

**For Discussion – Duty to Accommodate**

**The Union is proposing the introduction of language into the collective agreement which would provide salary protection for employees whose needs are not being adequately addressed by the employer.**

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**New - Memorandum of Understanding (16)**

**For Discussion – Payroll Tax**

**The Union is proposing the introduction of an allowance equivalent to 2.0% of pay to offset the cost of the payroll tax.**

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**New – Memorandum of Understanding (17)**

**Social Justice Fund**

**The Employer shall contribute one cent per hour worked by each Employee to the Alliance Social Justice Fund commencing on the date that the Alliance Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. 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 Alliance National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.**

**Group 2**  
**Correctional Officers and Youth Officers**

**-Incorporate Case Workers into Collective Agreement.**

**NEW**

1. All of the provisions of the Collective Agreement shall apply to Correctional Officers and Youth Officers of the Department of Justice at The Baffin Correctional Center and Isummaqsunngittukkuvik Youth Center. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement the provision in this Appendix shall prevail.

**NEW**

**2. Designated paid holidays.**

- (a) An employee shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.
- (b) When a day designated as a holiday under clause 15.01 coincides with an employee's day of rest, the employees next scheduled day of work will be considered a designated holiday and will be compensated on the OT rate.
- (c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on that holiday:
  - (i) Two (2) times the employee's hourly rate for hours worked, or
  - (ii) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- (d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

**3. Work Hours and Work Schedule**

The employer shall set up a master shift schedule and post it one (1) calendar month in advance. This schedule will cover the normal shift requirements of the work area.

## **HOURS OF WORK – Correctional Officers and Youth Officers**

The hours of duty for Correctional Supervisors and Correctional Officers shall be scheduled so that the employees work a shift rotation based on four (4) regular days “on”, four (4) regular days “off”, four (4) regular days “on”, four (4) regular days “off”.

The weekly scheduled hours of work of Correctional Officers and Youth Officers shall be 37.5 hours.

The hourly rates of pay of Correctional Officers and Youth Officers will be based on the above.

Notwithstanding above, Correctional Officers and Youth Officers shall on a daily basis, work twelve (12) hours inclusive of a paid meal break of one-half (1/2) hour and, on a weekly basis, work forty (40) hours inclusive of paid meal breaks.

Based on operational requirements, the employer shall consult the employee prior to any adjustment of hours or any change to the employee’s schedule.

The employer shall give employees at least fourteen (14) days notice of any change in the employees’ schedule.

### **4. Scheduled Shifts**

Every officer shall be assigned to a shift in accordance with the operational requirements of the service; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

### **5. Shift Rotation**

The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% + 1) of the employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

### **6. Shift Change**

The employer will permit mutual shift exchanges subject to the following requirements:

- (a) There shall be no financial penalty to the employer, and
- (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change; and
- (c) The shift exchange is fully completed within the same two (2) week pay period ; and
- (d) No employee is required to work in excess twelve (12) consecutive hours.

7. Meals

The employer agrees to provide two (2) hot meals to employees working on the shift between 0630 -1830 daily and to provide food for other employees to prepare their own meals on the shift 1830-0630.

During this meal period the officers may be away from their place of duty, but not off the premises, provided that at least four (4) Correctional Officers, one being the Control Officer, or two (2) Youth Officers, one being the Shift Supervisor, whichever is appropriate, remain on duty at all times.

8. Work Assignment(s) Outside Facilities

Corrections and Youth Officers assigned outside of the facility to which he or she is normally assigned to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 ½) for each twenty-four (24) hour period of such assignments.

9. Dry-Cleaning Allowance

Employee's who are issued uniforms that require dry-cleaning shall be paid an allowance of \$ 125.00. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

10. Corrections Nurse- Hours of Work

The normal hours of work of the corrections Nurse shall be thirty-seven and one-half (37 ½) hours per week.

11. Training Program

The employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field, a training program of at least ten (10) days, consisting of classroom and on-the-job training before being required to function independently as a Correctional or Youth Officer.

12. Casual Employees

Except in the case of emergencies, casual employees will be required to take the training set out in paragraph 11.

13. Hours of Work/Annual Rates of Pay

In order to compensate for the reduced work week as specified in paragraph above, Corrections Officer and Youth Officers will earn periodic days off as follows:

- (a) ten (10) hours off with pay following each one hundred and twenty(120) hours worked, for a total of one hundred thirty (130) hours;
- (b) Each fiscal year employees will be granted periodic days off in blocks of either four (4) or three (3) days according to the request of the employee. To ensure that all periodic days are used before the end of the fiscal year, any remaining days of less than four (4) days shall be permitted. It is understood that when taking blocks of four (4) days, it will be an entire shift of four (4) consecutive days.
- (c) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
- (d) When two or more employees apply for periodic leave and annual leave, preference will be given to the employee requesting annual leave.
- (e) Subject to operational requirements, the Employer agrees that, except as provided above. nothing will prohibit an employee from requesting and receiving a period of leave with pay comprising any combination of annual and/or lieu and/or periodic days.
- (f) In order that a block of periodic leave be approved, employees should make the request thirty (30) days in advance. Periods of one (1) day will require forty-eight (48) hours of notice.
- (g) Periodic days off which have been earned but not used shall be paid out at the end of each fiscal year at the straight time rate. In addition, employees who have applied for and have been denied a period of periodic leave requested, shall be compensated in accordance with Article 23 of the Collective Agreement, except for denial caused by the application of (c) and/or (d).
- (h) When an employee is required to work on his periodic day off, he or she shall receive his or her regular pay plus overtime compensation in accordance with Article 23 of the Collective Agreement, these days shall counted in the calculation of determining the second and subsequent days of rest.
- (i) Periodic days off shall be pro-rated based on the number of days worked in proportion to fifteen (15) or thirty-one as the case may be. These days off, including fractional entitlements calculated as a minimum of one (1) hour, shall be paid out in cash upon termination of employment.

- (j) Corrections Officers, Case Workers and Youth Officers while assigned day positions will not earn periodic day credits.
- (k) Casual employees will not earn periodic days but will receive overtime payment for hours in excess or outside of the regularly scheduled hours of work, and hours in excess of 37.50 hours per week.

14. Discretionary Leave

Correctional and Youth Officer who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, ~~and who is normally required to be on standby at least ten (10) days per month,~~ may use four (4) days of his or her special leave credits each year at his or her discretion on adequate notice to his or her supervisor.

- (a) Unless a shorter notice period is approved by the Employer, the use of discretionary leave will only be permitted when forty-eight (48) hours notice is provided by the employee.
- (b) Unless otherwise approved by the Employer, only one employee per shift, per squad, will be permitted to use discretionary leave at any one time.
- (c) Except for the reason specified in (a) and (b) above, discretionary leave will be granted when requested by the employees.
- (d) With the approval of the Employer, in extenuating circumstances where an employee feels that he/she is unable to effectively continue to work due to an adverse situation occurring during working hours, the employee will receive leave with pay for the remainder of that shift. Said leave shall not be charged against any leave credits.

15. Youth Officers will not be required to wear uniforms but the employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the union.

The Employer will provide the employee with a clothing allowance of \$250.00 for clothing that is damaged in the workplace.

16. Hazardous Work Premium

A Hazardous Work Premium shall be payable to Correctional Officers and Youth Officers in the Department of Justice, Government of Nunavut.

The Hazardous Work Premium is used to provide additional compensation to Correctional Workers, Case Workers and Youth Workers by reason of duties being

performed in a Correctional and/or Youth Centre as defined in the Corrections and Conditional Release Act as amended from time to time.

The payment of the premium for Hazardous Work shall be determined by the designated security level of the Correctional Facility/Youth Center as determined by the DOJ, GN. For those institutions with more than one (1) designated security level (i.e. multi-level institutions) the HWP shall be determined by the highest security level of the institution.

Amount of Hazardous Work Premium

MAXIMUM	MEDIUM	MINIMUM
\$ 6000	\$ 4800	\$ 3600

### **HIGHLIGHTS**

- 1. Case Workers from CRC and IVALUTT shall be incorporated into this appendix.**
- 2. Correctional Officers, Youth Officers and Case Workers will go to a 12 hour schedule.**
- 3. Young Offenders will go from 2080 to 1950 and shall collect periodic days.**
- 4. Article shall apply Correctional Officers, Youth Officers and Case Workers.**
- 5. Young Offenders will receive a clothing allowance**
- 6. A hazardous work premium shall be applied to employees working at BCC, IYC, CRC and KIC**

**Group 5  
Health Care Workers**

1. All of the provisions of the Collective Agreement shall apply to the health care employees of the Department of Health and Social Services hospital and health care facilities, institutional nurse at Correctional Centres and dental therapists except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.
  - (a) **College Educators with the Nunavut Arctic College shall be entitled to allowances paid in sections 11 and 20.**
2. The following Articles of the Agreement are modified:

**ARTICLE 2 - DEFINITIONS**

- 2.01 (ff) **Rates of Pay**
  - (i) "Annual Rate of Pay" is that amount which is specified in the pay attached to this Agreement;
  - (ii) "Hourly Rate of Pay" is that amount which is arrived at by dividing the annual rate of pay by two thousand eighty (2,080) hours; or by one thousand nine hundred fifty (1,950) hours, whichever is appropriate for the employee's classification.
  - (iii) "Weekly or Bi-Weekly Rate of Pay" is that amount which is arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.
- (oo) "Week" for the purposes of this Agreement shall be deemed to commence and 0000 hours on Saturday to 2400 hours on Friday for the Baffin Regional Hospital.
- 2.02 (a) **"Graduate Nurse"** means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act*.
- (b) **"Registered Nurse"** means a person who is registered pursuant to the *Nursing Profession Act*.
- (c) **"Certified Nursing Assistant"** means a person who is registered pursuant to the *Certified Nursing Assistants Act*.

- (d) **"Operating Room Technician"** means a person who has successfully completed a recognized program in Operating Room technique.
- (e) **"Dental Therapist"** means a person who is registered pursuant to the Dental Auxiliaries Act.
- (f) **~~"Midwife Registered Nurse Registered Midwife"~~ is an individual educated in the two disciplines of nursing and midwifery, who possesses evidence of certification from an accredited institution and can legally practice in Canada.**

### 3. **Designated Paid Holidays**

- (a) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.
- (b) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

4. An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a social worker, community health nurse or hospital technician and who is normally required to be on standby at least ten days per month, may use four (4) days of his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

### 5. **Hours of Work**

Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid-morning and mid-afternoon, or the middle of the first half and the last half of a shift. The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

### 6. **Shift Schedules**

**Discussion of Shift Pattern - The shift pattern shall be two twelve hour day shifts followed by two twelve hour night shifts followed by four days off.**

- (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 schedule.

- (b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee for a minimum of twenty-eight (28) days.
- (c) Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 ½) for the first two (2) full shifts worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that there shall be no split shifts.
- (e) Employees shall not be required to work more than seven (7) consecutive eight (8) hour shifts or four (4) consecutive twelve (12) hour shifts between days off and it shall be the intent to assign less than the maximum.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital, the employees affected and the local of the Union.

**7. Responsibility Allowance**

When an employee is designated in charge of a ward, unit, Health Centre or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of \$2.00 per hour in respect of such added responsibilities.

**8. Notice of Termination**

A Graduate Nurse, Registered Nurse, Certified Nursing Assistant, Operating Room Technician, X-Ray Technician, Pharmacy Technician, Respiratory Therapist, Occupational Therapist or Physiotherapist resigning from the Hospital or a Community Health Centre shall give twenty eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

**9. Professional Nurses' Registration**

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examinations.

**10. Health Requirements And Benefits**

As a condition of employment at the Hospital or Health Centre, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the *Hospital Insurance and Health and Social Services Act*.

Prescriptions are available at the Baffin Regional Hospital for the benefit of Hospital employees at hospital cost plus a prescription fee of \$3.00 upon receipt of the doctor's written prescription.

Drugs and medication not normally kept in stock will not be ordered specially so as to comply with the doctor's written prescription.

11. **Uniform Policy**

Special wearing apparel required by the Hospital to be worn by employees while on duty will be provided and laundered by the Hospital free of charge to the employee. It being understood that such special apparel shall remain the property of the Hospital.

The cotton uniforms provided by the Hospital to certain categories of personnel will be laundered by the Hospital. These uniforms will remain the property of the Hospital and shall not be worn off the Hospital property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars (\$25.00) per month to assist in the purchase and cleaning of the uniforms.

12. **Modified Work Week**

The Employer and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

13. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Employer.

14. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

15. **Hours Of Work**

(a) Regular hours of work for full-time employees exclusive of meal periods shall be:

(i) twelve (12) consecutive hours per day.

- (ii) one thousand, nine hundred and fifty (1,950) hours per year.
  - (iii) a maximum of four (4) consecutive shifts.
- (b) Regular hours shall be deemed to:
- (i) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
  - (ii) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
  - (iii) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.
  - (iv) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

#### **For Discussion**

- (v) The Employer agrees to provide food for employees who work a twelve hour night shift. The specified period will be as close to the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

### **16. Overtime**

#### **Discussion of Call back protocol**

- (a) Overtime is all time required by an Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.

- (b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

**17. Annual Leave**

- (a) An employee working an extended work day and compressed work week shall be entitled to annual time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, annual leave credits shall be paid out on the basis of 7.5 hour days.
- (b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

**18. Designated Paid Holidays**

- (a) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.
- (b) When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.
- (c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on that holiday:
  - (i) One and one-half (1 ½) times the employee's straight time rate for the first half (1/2) of the shift worked and
  - (ii) Two (2) times the employee's straight time rate for hours worked for the second (1/2) of the shift, or
  - (iii) an equivalent combination of cash and day of leave at a later date convenient to both the employee and the Employer.
- (d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

**19. Sick Leave**

- (a) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.

- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

20. **Special Clinical Preparation**

- (a) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional \$40.00 per month if he/she has utilized the course within four (4) years prior to employment.

- (b) An employee may not qualify for more than one payment under categories in the following Clauses (c), (d), and (e).

- (c) **CHA/CNA Courses**

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month.

- (d) **University Preparation**

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head or Midwifery course and is employed in a capacity utilizing this course will receive an additional \$75.00 per month.

- (e) An indeterminate, term or part-time employee who has received a baccalaureate ~~or higher~~ degree approved by the Deputy Head will receive an additional \$125.00 per month. **An indeterminate, term or part-time employee who has received a Masters degree approved by the Deputy Head will receive an additional \$225.00 per month. An indeterminate, term or part-time employee who has received a Doctorate degree approved by the Deputy Head will receive an additional \$325.00 per month.**

21. **Medivac/Rescue/Survival Training And Equipment**

All personnel who may take medical rescue and evacuation flights shall have made available to them through paid education leave survival training and medivacuation training skills.

22. **Compensation For Prior Experience**

All health care professionals (excluding administrative support staff and cleaning staff) will be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.

23. **Annual Special Allowance**

**For Discussion**

- **Amend Compensation – to be determined**
- **Add Midwives**
- **Add Mental Health Consultants**
- **Add Mental Health Specialists**
- **Add Psychiatric Nurses**
- **Add Community Social Services Workers**
- **Add Psychologists**

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be ~~\$10,000.00 and, effective April 1, 2005, will be~~ **\$28,500.00**.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be ~~\$7,000.00 and, effective April 1, 2005, will be~~ **\$25,350.00** but will be increased to the rates in (a) for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse Health Centres will be ~~\$5,000.00 and, effective April 1, 2005, will be~~ **\$23,250.00** but will be increased to the rates in (a) and (b) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one or two Nurses respectively, due to staff shortage.
- (d) The annual special allowance for Nurses in Nursing position in four-Nurse Health Centres will be ~~\$2,500.00 and, effective April 1, 2005, will be~~ **\$20,625.00** but will be increased to the rates in (a), (b), and (c) above for such temporary periods exceeding seven (7) calendar days as the Centres are operating with only one, two or three Nurses respectively due to staff shortage.

- (e) Nurses in a five (5) Nurse or larger Health Centres shall receive the rates set out in (a), (b), (c), and (d) for such temporary periods exceeding seven (7) days as the Centres are operating with only one, two, three or four Nurses respectively, due to staff shortage.
- (f) **The annual special allowance for Psychiatric Nurses, Mental Health Consultants, Mental Health Specialists and Community Social Service Workers will be \$28,500.00.**

24. Dental Therapists will normally work the school year and accrue benefits as a Group 6 School Year employee.

**25. Occupational Health and Safety**

**All Community Health Centres shall be equipped with a “Danger Button” to summon help when needed.**

**All Community Health Centres shall have equipment in good working order and employees shall be provided with the proper training in their use.**

**The “Zero Tolerance Policy” shall be strictly enforced.**

**26. Working Alone Allowance**

**An allowance of 15% of an employee’s rate of pay shall be paid to an employee who works alone due to a vacant indeterminate position.**

**27. Pay Administration**

**Discussion**

**Seven week delay in direct deposit for term and casual workers(no advances provided)**

**Delivered in sealed envelopes???????????? - where**

**Overtime not being paid within four weeks of submission**

**Overtime payments not clearly identified**

**Retroactive salary payments and NNA payments are not properly identified**

**28. Psychiatric Nurses, Mental Health Consultants, Mental Health Specialists and Community Social Service Workers shall receive Standby Pay when off duty and in the community.**

**29. Day Care**

**The Employer shall provide subsidized Day Care for children of Nurses in Communities**

**30. Mentoring**

**An employee who the Employer assigns to be a designated mentor for a specific employee to give guidance and advice in the professional development and mentoring of that employee and who is not assigned those duties in his/her job description shall be paid a mentoring allowance of five hundred dollars (\$500.00) per month or portion thereof for the period of the mentoring.**

**The mentor will report on the progress of the employee he/she is mentoring on a regular basis. The period of mentoring shall be set out in advance in a Mentoring Agreement, and shall be for a minimum period of one week. The Mentoring Agreement shall set out the roles and responsibilities of the designated mentor and the process for evaluating the progress during the mentoring period.**

**A mentor will not be responsible for her/his full range of duties during the mentoring period**

**31. LPN's – Discussion of indeterminate status, recognition as nurses and continuous service bonus.**

**32. Overtime**

**All overtime shall be paid at double time.**

**33. Time off for Union Business**

**Paid leave shall be provided to the local union as follows:**

<b>Number of employees in local</b>	<b>Number of days leave per year</b>
<b>20 to 99</b>	<b>52</b>
<b>100 to 199</b>	<b>104</b>
<b>200 or more</b>	<b>156</b>

## GROUP 6

### School Year Employees

1. School year employees means ~~Special Needs Assistants, Instructors in Young Offender Facilities~~ and School Community Counselors, Dental Therapists, Library Technicians, ~~Classroom Assistants~~, **Institutional Instructor, School Secretary, School Janitor, Student Support Assistants** and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.
2. The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start ~~a week before the first day of the school year and end a week after~~ **on the first day of the school year and end on the last day** of the school year.

## APPENDIX B

### PAY SCHEDULES

Adjust all rates of pay as follows

		Oct 1, 2006	Oct 1, 2007	Oct 1, 2008
		%	%	%
Level	1	5.00	5.00	5.00
Level	2	5.16	5.16	5.16
Level	3	5.32	5.32	5.32
Level	4	5.48	5.48	5.48
Level	5	5.64	5.64	5.64
Level	6	5.78	5.78	5.78
Level	7	5.94	5.94	5.94
Level	8	6.09	6.09	6.09
Level	9	6.24	6.24	6.24
Level	10	6.39	6.39	6.39
Level	11	6.55	6.55	6.55
Level	12	5.00	5.00	5.00
Level	13	5.22	5.22	5.22
Level	14	5.44	5.44	5.44
Level	15	5.66	5.66	5.66
Level	16	5.88	5.88	5.88
Level	17	6.10	6.10	6.10
Level	18	6.33	6.33	6.33
Level	19	6.55	6.55	6.55
Level	20	6.77	6.77	6.77
Level	21	6.99	6.99	6.99
Level	22	7.21	7.21	7.21
Level	23	7.43	7.43	7.43
Level	24	7.65	7.65	7.65
Level	25	7.87	7.87	7.87

**MOU on Nurses**

- i. Increase all amounts by an additional \$ 9,000.**
- ii. Increase all amounts by an additional \$ 9,000 for all nurses except 1 above**
- iii. To all nurses who require a license:**
  - Oct 1, 2007 - \$ 15,000**
  - Date of Signing - \$ 10,000**
  - Oct 1, 2008 - \$ 15,000**
- iv. – delete**
- v. Delete, if agree to 3**
- vi. OK**
- vii. delete**
- viii. OK**