

GOVERNMENT OF NUNAVUT NEGOTIATIONS

**NUNAVUT EMPLOYEES UNION/
PUBLIC SERVICE ALLIANCE OF CANADA**

BARGAINING PROPOSALS

August 27, 2014

Preamble:

This document represents bargaining proposals of the Nunavut Employees Union/ Public Service Alliance of Canada for this round of negotiations for the Government of Nunavut Employees. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The NEU/PSAC reserve the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word Reserve appears, it means that the Union reserves the right to make proposals at a later date. **Bolded** text indicates language proposed to be added, ~~strikethrough~~ text indicates language to be deleted.

Housekeeping issues such as typos, pagination, changes in terminology or deletion of language that is no longer relevant shall be identified and amended as agreed.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

Article 1 – Purpose of Agreement

1. Article 1.01 amend as follows:

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees. **The parties of this agreement will exercise the duty of good faith to make every reasonable effort to resolve work place disputes in a timely manner.**

Rationale

The Union requests that the duty of “Good Faith” continue after collective bargaining in resolving work place issues.

Article 2 – Interpretations and Definitions

2. Amend 2.01(c) to clarify who is in the bargaining unit.

2.01(c) **“Bargaining unit”** means those employees as set out in **Part 7 subsection 55(5)(a)** ~~Section 41(1.4)(a)~~ of the *Public Service Act*;

Rationale

To update definition in keeping with Public Service Act.

2(a). The Union wishes to discuss the process for determining who is included and who is excluded from the bargaining unit.

Article 2 – Interpretations and Definitions

3. 2.01(e)(iv) delete “and vacation”

2.01 For the purpose of this Agreement:

(e) **“Continuous Employment” and “Continuous Service” means:**

- (i) uninterrupted employment with the Public Service;
- (ii) uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the Public Service on April 1, 1999.
- (iii) prior employment of an employee who was laid off and reappointed to a position in the Public Service;
- (iv) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months; his/her periods of employment for purposes of superannuation, severance pay ~~and vacation~~ shall be considered as continuous employment within the Public Service.

Rationale

The deletion of “and vacation” in Article 2.01 is necessary to be in compliance with Article 18.09.

ARTICLE 11 – Time Off For Union Business

4. 11.10(a)(i) - Add “Secretary Treasurer”

11.10(a)(i) Employees elected as President, 1st Vice-President, 2nd Vice-President, ~~and~~ Regional Vice-President, **and Secretary Treasurer** of the Union shall be granted leave of absence for up to the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.

Rationale

There are times the Union will require the Secretary Treasurer to come into the Union headquarters to work for a period of time.

ARTICLE 15 – Designated Paid Holidays

5. Article 15.01(a) Add: Aboriginal Day – June 21st

Rationale

85% of Nunavummiut are Inuit and therefore should be able to observe Aboriginal Day with pay.

ARTICLE 15 – Designated Paid Holidays

6. Article 15.01(a) Add: Family Day – 3rd Monday in February

Rationale

The Union is proposing the addition of a designated holiday in February in recognition of the importance of Family.

ARTICLE 15 – Designated Paid Holidays

7. Article 15.05 Amend to read:

When the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:

- (a) one and one half (1 1/2) times his/her hourly rate for the first four (4) hours worked; and
- (b) twice (2) his/her hourly rate for hours worked in excess of four (4) hours; ~~or~~ and
- (c) ~~an equivalent combination of cash and~~ a day of leave at a later date convenient to both the employee and the Employer, **which can be banked up to a maximum of 112.5 hours per calendar year.**

Rationale

To allow the past practice to accumulate the Designated Paid Holiday pay for all workers. The past practice (until December 2013) was to allow the accumulation and banking of the regular 7.5 hours of stat pay. These hours were retained in a bank by the manager to be utilized by the employee when requested. We are now required to be paid out.

As Shift workers are often required to work Designated Paid Holidays, the exclusion of this practice reduces the ability to allow employees to be reimbursed for what would have been time off.

ARTICLE 18 – Annual Leave

8. Amend 18.01(a) to allow Annual Leave entitlements to be earned at the same level as excluded staff:

18.01 Accumulation of Annual Leave

(a) For each hour that an employee receives pay he/she shall earn annual leave at the following rates:

Completed Years of Continuous Service	Hourly Entitlement
0 - 2 years	0.063462 0.082616
2+ - 9 years	0.082616 0.096000
9+ - 14 years	0.096000 0.115385
14+ - 19 Years	0.115385 0.134770
More than 19 Years	0.134770 0.140770

Article 17.05 applies to the earning and taking of annual leave.

Rationale

Fairness in having excluded and union staff receiving the same Annual Leave entitlement, it would also help with recruitment and retention issues.

ARTICLE 18 – Annual Leave

9(a). Amend 18.01(a) to allow employees to earn Annual Leave entitlements after working 10 or more days in a month.

18.01 Accumulation of Annual Leave

(a) For each ~~month~~ **hour** that an employee receives pay for **ten (10) or more days** he/she shall earn annual leave at the following rates:

Completed Years of Continuous Service	Hourly Entitlement	Days/month
0 - 2 years	0.063462 0.082616	1.79
2+ - 9 years	0.082616 0.096000	2.08
9+ - 14 years	0.096000 0.115385	2.50
14+ - 19 Years	0.115385 0.134770	2.92
More than 19 Years	0.134770 0.140770	3.05

Article 17.05 applies to the earning and taking of annual leave.

Rationale

The current process for earning Annual Leave has had an adverse effect on single parents and those with chronic medical conditions. Both Union and Employer representatives have agreed that this was not the intention when language was amended, and therefore the Union is proposing that the process of accumulation of annual leave be reverted back as above.

This proposal is tabled without prejudice to outstanding grievances filed during the term of this agreement.

ARTICLE 19 – Special Leave Credits

9(b). Amend 19.01 as follows to allow employees to earn Annual Leave entitlements after working 10 or more days in a month.

19.01 An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of ~~0.023077~~ **3.75** special leave hours for each ~~hour-month~~ that an employee receives **ten (10) or more days** pay. Article 17.05 applies to the earning and taking of special leave.

As credits are used, they may continue to be earned up to the maximum.

Rationale

The current process for earning Special Leave Credits has had an adverse effect on single parents and those with chronic medical conditions. Both Union and Employer representatives have agreed that this was not the intention when language was amended and therefore the Union is proposing that the process of accumulation of special leave be reverted back as above.

This proposal is tabled without prejudice to outstanding grievances filed during the term of this agreement.

ARTICLE 19 – Special Leave Credits

10. Amend 19.02 to add niece, nephew, aunt, uncle.

19.02 For the purpose of this article, immediate family is defined as an employee's father, mother (or alternately stepfather or stepmother), brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, **niece, nephew, aunt, uncle**, and any relative permanently residing in the employee's household or with whom the employee presently resides.

Rationale

To reflect “family” within the cultural practices of the Nunavummiut.

ARTICLE 19 – Special Leave

11. 19.02(b)(ii) – Add new e. as follows

19.02(b)(ii) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:

- a. serious household or domestic emergencies;
 - b. a transportation problem caused by weather **or mechanical problems**, if the employee makes every reasonable effort to report for duty;
 - c. school closures or daycare closures due to adverse weather conditions;
 - d. serious community emergencies, where the employee is required to render assistance.
- Add new:**
- e. **being stuck on the land due to adverse weather conditions and/or mechanical problems.**

Rationale

Employees put themselves at undue risk trying to get back to work under poor conditions.

ARTICLE 19 – Special Leave

12. Amend 19.07(b) as follows:

19.07 Casual Leave

- (b) Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires ~~him/her~~ **the employee or their dependent** to attend regular or recurring medical treatments ~~and checkups~~ **appointments within or outside the employee's home community**. Such casual leave shall not be unreasonably denied.

Rationale

Medical Travel for employees and their dependents is a requirement for many employees, therefore an employee should not be required to use annual leave to attend or escort a dependent to medical appointments.

ARTICLE 20 – Sick Leave

9(c). Amend 20.01 as follows to allow employees to earn Annual Leave entitlements after working 10 or more days in a month.

20.01 Credits

(a) An employee shall earn sick leave credits at the rate of ~~0.057692~~ **9.375** sick leave hours for each ~~hour~~ **month** that he/she receives pay for **ten (10) or more hours**.

Rationale

The current process for earning Sick Leave Credits has had an adverse effect on single parents and those with chronic medical conditions. Both Union and Employer representatives have agreed that this was not the intention when language was amended and therefore the Union is proposing that the process of accumulation of sick leave be reverted back as above.

This proposal is tabled without prejudice to outstanding grievances filed during the term of this agreement.

ARTICLE 20 – Sick Leave

13. 20.09 Transportation to Medical Centre

- (d) **Amend as follows:** 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~~ **appointments**. ~~Such leave will not be unreasonably denied.~~ Travel time, as defined under Clause 20.10, ~~will not~~ **shall** be granted for this escort duty.

Rationale

Employees should not be penalized for having to care for ill relatives when the required to fly out of the community to escort family members for medical care. As the work force ages more employees are being required to accompany parents for Medical appointments such as ongoing cancer treatments.

ARTICLE 21 – Other Types of Leave

Amend 21.02(b) to add the following as Public Service work for purposes of this clause:

21.02(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 firefighting 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;
 - (vi) attends a course in civil defense training including Canadian Ranger exercises, training and missions.
14. Add new: (vii) **supervise with the Junior Rangers, and/or a branch of the military cadet corp.**
15. Add new: (viii) **supervise, officiate and/or participate in a sporting event that represents the community, region, territory and/or country.**
16. Add new: (ix) **represent, supervise, and/or participate in a cultural capacity on behalf of a community, region, Nunavut and/or Canada.**

Rationale

Currently employees are being denied leave for these voluntary services or participations, or are being required to take leave without pay at the discretion of the Employer.

17. Add new: (x) **serving as an official board member of an Association that pertains to the employee's position with The Government of Nunavut.**

Rationale

An example of this would be Nunavut nurses serving as official board members to the Registered Nurses Association of the Northwest Territories & Nunavut.

ARTICLE 21 – Other Types of Leave

18. New 21.10 - Personal Leave Without Pay

An employee may request and the Employer shall approve Personal Leave without pay for a period of up to one (1) year. The employee shall continue to be eligible for medical and dental benefits and continuous employment shall continue to accrue.

Rationale

Currently, employees who require personal leave for reasons not covered by the collective agreement are forced to resign.

ARTICLE 21 – Other Types of Leave

19. New 21.10 - Community Support Leave

Employees shall be given up to four (4) hours of time off with pay to attend funerals in their community, subject to operational requirements.

Rationale

To allow employees to show their support to grieving families in the community.

ARTICLE 22 – Hours of Work

20. 22.02 - Shift Work

The Union wishes to establish a MOU for the 12 hour shift currently being worked at the Qikiqtani General Hospital (QGH).

Rationale

The original schedule was to be a “4 on 4 off” ideally “DDNN”. However, this is proving difficult due to the ratio of senior to junior staff and operational requirements.

ARTICLE 23 – Overtime

21. The Union wishes to discuss an issue of employees who are on a 37.5 hour week, 1950 hours per year, that apparently being scheduled for 2100 hours per year, but are not receiving overtime pay for the hours over 1950.

This mostly an issue impacting Department of Health employees.

ARTICLE 23 – Overtime

22. 23.04(b)(iii) Amend as follows

23.04 (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 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 (i) and (ii) above. Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed 150 hours. All amounts carried over to a new fiscal year and not liquidated by August 31 shall be paid out in the first pay in October in the new fiscal year.

Rationale

Often employees are required to work overtime far in excess of 150 hours per year and many of these employees would choose to take this overtime as time off. An example would be nurses who are required to provide care to patients, which often involves overtime and call-ins.

Time off is very important to staff to reduce burnout, especially if required to work excessive amounts of overtime. Due to the high cost of travel employees may only be able to travel home 1 or 2 times per year. The ability to bank overtime allows them to spend more time with their families living outside the community, which would help in the retaining employees in the North.

ARTICLE 24 – Pay

23. 24.06 Amend as follows

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

- (a) If the appointment constitutes a promotion as defined in Clause 2.01(cc) **placement on the salary grid at the same step in the new pay grid as currently held, with no change in the increment date.** ~~an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.~~

Rationale

This is fair and rewards employees for years served in the GN.

ARTICLE 24 – Pay

24. 24.12 - Trainer's Allowance

Add: Employees designated by the Employer as Mentors, shall be entitled to the Trainer's allowance.

Rationale

Clarification: The Union is not sure how mentors are being compensated, but believe that Trainer/Mentor is an interchangeable term in 24.12.

ARTICLE 24 – Pay

25. 24.13 Bilingual Bonus

Employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two (2) or more of the official languages of Nunavut shall receive a bilingual bonus of **five thousand dollars (\$5000.00)** ~~one thousand five hundred dollars (\$1,500.00)~~ per annum. To qualify an employee has to demonstrate proficiency in the required languages.

Rationale

There has been no increase to the Bilingual Bonus in a long time, the proposed increase allows those working in two or more of the official languages to be properly compensated. It will also help encourage employees to learn the official language of the GN Inuktitut to help them to better communicate with all peoples in Nunavut.

ARTICLE 24 – Pay

26. New 24.14 - Prior Related Experience

When an employee is appointed to a new position in the Public Service, for which he/she has prior related experience, for every two (2) years of prior related experience an employee shall receive one (1) step in his/her pay range to a maximum of four (4) steps.

Rationale

To help Recruitment and Retention issue.

ARTICLE 26 – Call Back Pay

27(a). New 26.04

If requested by an employee who has been called back to work, the Employer shall adjust the employees start time for his/her next scheduled shift, to allow a minimum of eight (8) hours between the end of the call back and the start of the employees next scheduled shift.

ARTICLE 28 – Standby

27(b). New 28.04

If requested by an employee who is on standby and has been called back to work, the Employer shall adjust the employees start time for his/her next scheduled shift, to allow a minimum of eight (8) hours between the end of the call back and the start of the employees next scheduled shift

Rationale

Employees such as Nurses, Social Workers, lab and x-ray technicians are sometimes called back to duty numerous times in one night and are then expected to report to work for their next schedule shift. This is a health and safety hazard.

ARTICLE 27 – Shift Premiums

28. 27.01 Amend as follows:

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:
- (a) **two dollars and fifty cents (\$2.50)** ~~One dollar and fifty cents (\$1.50)~~ per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
 - (b) **two dollars and seventy-five cents (\$2.75)** ~~One dollar and seventy-five cents (\$1.75)~~ 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 Amend as follows:

- 27.02 Employees shall receive an additional premium of **one dollar and eighty cents (\$1.80)** ~~eighty cents (\$0.80)~~ 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.

Rationale

No increase to shift premiums in over 10 years.

ARTICLE 28 – Standby Pay

29. 28.01 Amend as follows:

28.01(a) 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 one (1) hour of pay at his/her regular rate of pay ~~twenty-five dollars (\$25.00)~~ 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.

For greater clarity:

For each eight (8) consecutive hours or portion thereof of that an employee is on ~~For any period of~~ standby, on a day of rest or a designated paid holiday, he/she shall be paid one and one half (1½) hours of pay at his/her regular rate of pay ~~thirty dollars (\$30.00)~~.

Rationale

No increase to shift premiums in 8 years. Clarify the intent and present practice of standby pay on a day of rest and designated holidays.

ARTICLE 35 – Adjustment of Disputes

30. 35.22 - Arbitration

The Union proposes an update to the list of agreed upon Arbitrators.

Rationale

Some of the Arbitrators listed are no longer practicing.

ARTICLE 36 – Contracting Out

31. Amend Article 36 to read:

ARTICLE 36 – No Contracting Out

There will be no contracting-out of bargaining unit positions in whole or in part.

Rationale

The Office of the Attorney General noted in 2012 that there was extensive public service work contracted out without consultation with the Union. Contractors have nothing invested in Nunavut and leave when something better comes along.

ARTICLE 37 – Superannuation and Benefits

32. Amend Article 37.03 to read:

37.03 The Employer agrees to continue the past practice with respect to participation in **the Great-West Life Assurance Company Health Care Plan** ~~a health care plan~~ unless there is mutual agreement between the parties to change the practice or the **Plan**.

Rationale

Editorial: As per the MOS signed June 2012 between the Government of Nunavut (GN) and the Nunavut Employees Union (NEU), retroactive to November 1, 2010.

33. Add as new Article 37.04(c):

37.04(c) Retirees will have the option to participate in the Great-West Life Assurance Company dental services plan as outlined in the Collective Agreement between GN and NEU. The cost of dental services plan for retirees will be shared on a 50/50 basis between the GN and the retirees respectively.

Rationale

Editorial: As per the MOS signed June 2012 between the Government of Nunavut (GN) and the Nunavut Employees Union (NEU), retroactive to November 1, 2010.

ARTICLE 37 – Superannuation and Benefits

- 34. Amend 37.04 That the Employer provide Health Care, Dental Insurance and Life Insurance Plans to All employees and retirees, equivalent to what the current excluded employees receive.**

Rationale

All employees of the Government of Nunavut should be covered under and receive the same benefit plans.

ARTICLE 38 – Safety and Health

35. Amend Article 38.03(b) to read:

38.03 Adverse Weather Conditions

Except in emergency situations, the Employer shall not require an employee:

- (a) to work outdoors under extreme weather conditions;
- (b) to report to work or remain at work when due to adverse weather conditions the **Local Government Employer** has:
 - **closed roads and/ removed their equipment**
 - **ordered government offices closed**
 - **closed schools and/or daycares**or when:
 - **constant wind speeds are 60 km or more**
 - **wind chill is minus 45 celsius or lower**

Rationale
Safety issue

ARTICLE 39 – Nunavut Northern Allowance

- 36. The Union reserves the right to table demands concerning the Nunavut Northern Allowance and a reinstatement of a Travel Assistance Allowance after discussions of the findings of the Employer/ Union Committee established under MOU #9.**

MOU #6 – Prevention of Violence

37. The Union wishes to discuss the implementation of a critical incident debriefing and after-care support protocol in order to mitigate or prevent burnout and/or vicarious trauma.

The Union also wishes to discuss the implementation of Security Policy with provisions to protect employees that work in Precarious or Isolated work places.

Rationale

This protocol does not currently exist and would keep the communities healthier by maintaining functional workers to serve it. This helps with retention of workers, acknowledges significant accumulated effects of working in jobs that are potentially stressful and/or threatening to the employees mental health and safety. It supports trauma-informed practice.

MOU #8 - Nurses

38. MOU #8 – 2. Add new (d) as follows

2(d) The Employer will ensure that initial Signing Bonus or Temporary Labour Market Supplement cheques are available for new Nurses immediately upon arrival to the community. All further Signing Bonus or Temporary Labour Market Supplement payments shall be paid on a separate cheque.

Rationale

New Nurses often are required to wait 6-10 weeks upon hire and arrival to a community prior to receiving payment. Often due to housing shortages Nurses must stay in a hotel and pay the high cost of meals in a hotel.

Payment on separate cheques will expedite payment and minimize initial taxing.

MOU #8 - Nurses

39. Amend MOU #8 to include Licensed Practical Nurses and Midwives and make them eligible for recruitment, annual special allowance and monthly retention bonuses equal to that of Nurses.

Rationale

Recruitment and retention, and pay equity

MOU #10 – Continuous Service Bonus

40. Amend MOU #10 as follows:

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 (except for Nurses to whom Memorandum of Understanding #8 applies) who are on staff as of December 1 each year, and who have a minimum of three (3) years continuous service will receive an annual Continuous Service Bonus according to the following schedule. The Continuous Service Bonus will be paid on the first pay period of December in each year.

Continuous Service	Annual Payment	
6 months – 2 years		\$2,000
3, 4 or 5 years of continuous service	\$1,000	\$2,250
6, 7, 8, 9 or 10 years of continuous service	\$2,000	\$2,500
11, 12, 13, 14 or 15 years of continuous service		\$3,000
16, 17, 18, 19 or 20 years of continuous service		\$4,000
21 or more years of continuous service		\$5,000

Rationale

Recruitment and Retention

Group 2 – Employees at Correctional Facilities

41. Group 2 – Add new: F. For Employees at Uttaquiic Facility
- with a shift schedule of 2184 hours annually

Rationale

To reflect present practice

Group 2 – Employees at Correctional Facilities

42. Group 2 – Add new: G. For Employees at Rankin Inlet Healing Center
- with shift schedule of 2184 hours annually

Rationale

To reflect present practice

- 42(a). Discuss possible addition of a clause for the new facility in Iqaluit.

Group 3 – Nunavut Arctic College – College Educators

43. Group 3 – 1. Amend to read:

1. For the purposes of this Agreement, College Educators are defined as Instructors, Intern Instructors, Senior Instructors, Term Instructors, and Adult Educators, Librarians, Counsellors, Recognition of Prior Learning Coordinators and Managers, and Program Coordinators.

Rationale

Addition of new positions

Group 3 – Nunavut Arctic College – College Educators

44. Group 3 – 2(a). Amend to read:

2(a) The College instructional year will be two hundred (200) working days. The Employer shall make every reasonable effort to schedule the working days between **August 20 and June 20** ~~September 1 and August 15~~. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday. No College Educator will be required to work two consecutive instructional years, which include a period between June 30 and August 15.

Rationale

Instructors almost always have to return in late August as classes usually commence by Labour Day, if not earlier.

Most Instructors wish to begin the academic year earlier so that they can complete their working day schedule by mid-June.

The current wording allows the employer to schedule the working year as anything except the last two weeks of August. This takes no “reasonable effort”.

Group 3 – Nunavut Arctic College – College Educators

45. Group 3 – 2(b). Amend to read:

2(b) In the event that a College Educator, in delivering a course is required to deliver the course “on the land”, **they shall receive \$300 for each day on the land between Monday to Friday in addition to his/her regular pay**~~the instructors work will be defined as 37.5 hours~~. If the course runs over a weekend, then the College Educator will be entitled to the normal overtime pay as defined in Article 23.

Rationale

College Educator while on field camps with Environmental Technology Program, for example, are often on the job from 6:00 am until 11:00 pm. During this time they are responsible for the students. The duties and responsibilities are real and deserve compensation. The physical and mental stress is increased while on the land.

Group 3 – Nunavut Arctic College – College Educators

46. Group 3 – 3(a). Amend to read:

3. The following clauses of Article 18 do not apply:

18.01

18.02(a) (v) (c)

18.04

- (a) College Educators shall have a total of forty-six (46) days of annual leave. College Educators hired on other than indeterminate status shall earn their annual leave entitlement on a prorated basis.

College Educators will make every reasonable effort to schedule their annual leave between June 20th and August 20 as determined by the end of the academic year and the start of the next academic year, exception are as follows:

- **College Educators shall be permitted to schedule annual leave to allow a minimum of two (2) weeks off during the period December 19th to January 8th, inclusive of the paid leave as stated in 2(g) of this article, and;**
 - **College Educators shall be permitted to schedule annual leave to allow a minimum of one (1) week off during “Spring Break”.**
- (b) Where in any year an employee has not been granted all of the annual leave credited to him/her, the unused portion of his/her annual leave up to one year’s entitlement shall be carried over into the following year. Earned but unused annual leave credits in excess of one year’s entitlement shall be paid in cash at the employee’s daily rate of pay on March 31.

Rationale

The College’s new policy on Annual Leave Guidelines are far too restrictive. In fact, no other group of NEU employees have such restrictive annual leave restrictions. This policy goes against 20 years of practice at the college and will have a negative impact on the families of College Educators.

Group 3 – Nunavut Arctic College – College Educators

47. Group 3 – 3(a). Discuss how hours are prorated

- (a) College Educators shall have a total of forty-six (46) days of annual leave. College Educators hired on other than indeterminate status shall earn their annual leave entitlement on a prorated basis.

Group 3 – Nunavut Arctic College – College Educators

48. Group 3 – 6(b) Amend to read:

6. Professional Development

- (b) Eligible College Educators shall be entitled to receive funding from the Professional Development Committee ("PD Committee"), with the following restrictions. For the purposes of this section on Professional Development, eligible College Educators shall include: Instructors, Senior Instructors, Intern Instructors, Adult Educators, Coordinators of Community Based Programs (~~CTEP~~), Principal of NTEP, Counselors, Librarians, **Piqqusilirivvik Instructors, Recognition of Prior Learning Coordinators and Managers, Nunavut Research Institute and NTEP Managers**, herein called the "Applicant."
- (i) PD Committee Approved **Professional Development (PD) Leave** ("Committee Approved") is restricted to Indeterminate or funded Term Employees who have more than one year of continuous service with the College and whose present term of employment will cover the period from the proposal, the actual educational leave, through (and including) the Repayment Period.
- (ii) **Short Term PD** ~~Elective PD Leave~~ ("~~Elective Leave~~") is restricted to Indeterminate; three-year base funded Term Employees and academic year appointments and requires the approval of the Applicants' **Program** ~~Campus~~ Director.

Rationale

6(b)

- Coordinator of Community Programs is the correct position title
- CTEP – is no longer used
- NTEP Managers are included
- Piqqusilirivvik is now under Nunavut Arctic College

6(b)(i)

- Not all Professional Development involves taking leave. Therefore the PD committee requested that "leave" be removed. This should be amended throughout the collective agreement.

6(b)(ii)

- We no longer refer to PD as leave.
- We no longer use the term "Elective PD. Instead it is Short Term PD.
- Approval of Short Term PD is no longer with the Dean, but instead with the Program Director.
- Applicants' is grammatically correct

Group 3 – Nunavut Arctic College – College Educators

49. Group 3 – 8(c) Amend to read:

8. Funding

- (a) Funds provided by Nunavut Arctic College for PD activities shall be used for educational purposes.
- (b) The funding provided by the College shall represent an amount equal to 4% of the ~~College's full-time instructors'~~ salaries of **eligible College Educators (as defined in 6(b) above)**. The College will annually replenish the fund by an amount equal to 4% of ~~full-time instructors'~~ salaries of **eligible College Educators** on April 1, of the year of the leave will be taken. This fund is established for Committee Approved PD.
- (c) In addition, a short-term **PD training** fund shall be set up equivalent to **\$1000.00** ~~\$750.00~~ per year per ~~full-time instructors'~~ salaries of **eligible College Educators**, to be administered by the **Program Campus Director**. The **Program Campus Directors** will report annually to the President of Nunavut Arctic College on the use of short-term monies.
- (d) Any funding from sources other than the College shall be administered by the PD Committee and shall not be considered as part of the funding provided in clauses 8(b) or 8(c).
- (e) The PD fund will be credited with the proportional rate of return the College earns on its revenue investments.

Rationale

Currently the PD fund has contributions made on behalf of full-time instructors' salaries. There are many more positions listed under "Eligible College Educators" as defined in 6(b). No contributions are currently made on behalf of these employees (Coordinators, Librarians, NRI or NTEP Managers). By the changes proposed to 6(b) we would also be adding Piquusilirivvik Educators. This will make the fund more equitable and allow more educators to access this larger fund.

Group 3 – Nunavut Arctic College – College Educators

50. Group 3 – 9(a) Amend to read:

9. Types of Professional Development Opportunities

(a) Committee Approved PD ~~Leave~~ can be defined as:

A **Professional Development activity Program of Study** that is greater than ~~\$1000.00~~ ~~\$3000.00~~ and **which may requires** considerations such as re-staffing and removal.

(b) **Short Term PD** ~~Elective Leave~~ can be defined as:

A **Professional Development Activity Program of Study** that is less than \$3000.00, shorter in duration and does not require re-staffing or removal.

(c) College-Wide PD will be defined as an opportunity for the entire College to learn together and exchange knowledge and skills. The College will provide additional funding (amount to be negotiated) and collaborate with the PD Committee every three years to organize this event. During that year, Elective Funds may be used for this activity as well as funds approved by the PD Committee from the CA Fund.

Rationale

9(a)

- Consistent wording and removal of “Leave” as it may or may not require leave. Replace with PD.
- The PD Committee feels that Professional Development Activity is broader than Program of Study and would be more inclusive of IQ activities.
- The PD may or may not require such considerations.

9(b)

- Consistent wording and removal of “Elective Leave” and replace with Short Term PD.

Group 3 – Nunavut Arctic College – College Educators

51. Group 3 – 11(b) Amend to read:

11. Entitlements for Committee Approved PD where leave is required:

The following entitlement shall be granted for PD Leave under Clause 11. The Applicant will receive:

- (b) Allowable expenses for Professional Development may include, but not be limited to, tuition, books, student fees, return travel and return removal expenses (as per the Collective Agreement) from the place of employment to the location of the **PD Activity** ~~Program of Study~~, honorariums, resources/equipment, and any reasonable associated costs to achieve the goal of the **PD Activity** ~~Learning Activity or Program of Study~~. An accommodation allowance of **up to \$3000** ~~\$1000.00~~ per month where leave is granted for less than a full academic year, where the Applicant is leaving his/her community for Professional Development and where removal expenses are not paid.

Rationale

- Consistent wording and removal of “Program of Study”. Replace with PD Activity.
- The PD committee has found that \$1000/month accommodation allowance is insufficient and therefore are proposing that the amount increase to “up to \$3000” per month.

Group 3 – Nunavut Arctic College – College Educators

52. Group 3 – 12. Amend to read:

12. ~~Elective PD and Short Term PD Training~~

The following will apply to ~~Elective PD and Short Term PD Training~~:

- (a) Applicants will receive up to 5 days paid leave and can count up to 5 days towards their 200-day cycle. Additional days must be taken as Annual Leave.

Rationale

Consistent wording, removal of “Elective PD” and replace with Short Term PD.

Group 3 – Nunavut Arctic College – College Educators

53. Group 3 – 13. Amend to read:

13. College Educators' prior commitment of PD funding and approved leave:

Employees receiving support from the PD fund ~~on PD Leave~~ must sign a Professional Development Leave Agreement which stipulates the terms and conditions of the PD funding and approved leave if required.

Rationale

Not all PD will involve leave. The agreement will now be a PD agreement

Group 5 – Health Care Workers

54. Group 5 – 4. Amend to read:

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.

Rationale

This provision should be in place for all employees who are required to be on standby..

Group 5 – Health Care Workers

55. Group 5

The Union wishes to discuss Professional Development and the Recruitment & Retention Strategy for Nurses and Health Care workers in Nunavut. The Union reserves the right to table demands concerning these issues after such discussions.

Group 5 – Health Care Workers

56. Develop a MOU setting out the special working conditions of Midwives.

Rationale

Registered Midwives are autonomous care providers who provide primary, acute and emergency services to patient. Midwives provide 24/7 on call service to patients and work irregular hours that require specific working provisions.

Group 6 – School Year Employees

57. Group 6 – New

School year employees shall be entitled to participate in paid IQ days during non-student professional development days observed by teachers.

Rationale

Like other GN employees, School Year Employees would also benefit from on-land cultural activities offering perspective on Inuit values and beliefs.

NEW Group 8 – Social Service Workers

58. Group 8 – Develop a new MOU for Social Service Workers

Rationale

A separate Department for Children and Family Services was established in April 2013, since that time very little information has been communicated to employees as to how this will impact their job; job posting have been delayed, and supervisory position are being filled by acting staff. The unique working conditions warrant a separate Work Group.

Appendix B – Pay Schedules

59. Appendix B - Pay Schedules - amend as follows:

5.0% increase to pay line effective October 1, 2014;

5.0% increase to pay line effective October 1, 2015;

5.0% increase to pay line effective October 1, 2016;

5.0% increase to pay line effective October 1, 2017.

Rationale

The GN has the highest rate of employment vacancies of any Government in Canada. The GN also hires contractors at a great cost to the citizens of Nunavut. This is a way to correct this situation.

Appendix B – Pay Schedules

60. Develop a solution to correct discrepancy between Pay level 11 and 12

New Article – Child Care

- 61.** The Union wishes to discuss the issues of Child Care and Employer provided Day Care facilities. The Union reserves the right to table demands concerning these issues after such discussions.

New Article – Wellness Allowance

62. New

In support of promoting healthy living, exercise and reducing stress, the Employer will reimbursement an employee up to \$100.00 per month toward the cost of any Employer approved activity that promotes wellness.

Rationale

Promotes healthy living, exercise and relieves stress, to make for a happier, healthier and more productive employee.

Retention & Recruitment

- 63.** The Union wishes to discuss Recruitment & Retention to address the excessive turnover of employees in many classifications. The Union reserves the right to table demands concerning these issues after such discussions.