



File: 2122-N0002-3

August 25, 2016

**TO: ALL NEU/PSAC MEMBERS AT THE GOVERNMENT OF NUNAVUT**

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

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A tentative agreement has been reached between the Nunavut Employees Union/Public Service Alliance of Canada and the Government of Nunavut. If ratified by the membership, the term of this Agreement shall be from October 1, 2014, expiring September 30, 2018.

For your review, the full tentative agreement forms part of this Ratification Package.

Unless otherwise specified, all provisions of this tentative agreement take effect upon the date of ratification.

### **WAGE INCREASES**

- Effective October 1, 2014 – increase to pay line by 2.0%
- Effective October 1, 2015 – increase to pay line by 1.0%
- Effective October 1, 2016 – increase to pay line by 1.0%
- Effective October 1, 2017 – increase to pay line by 2.0%

### **OTHER CHANGES**

#### **ARTICLE 17 – LEAVE GENERAL**

17.05 (a) and (b) New language that changes how paid leave will accrue hourly based on the specific earning rates and types of leave taken, including lieu time and designated paid holidays.

#### **ARTICLE 28 – STANDBY PAY**

28.xx New clause that defines how employees on Standby will be compensated when they are required to provide telephone and electronic communication services.

## NEW ARTICLE – JOINT CONSULTATION

The parties acknowledge the mutual benefits of joint consultation and therefore have agreed to establish a Union-Management Joint Consultation Committee.

## MOU #6 – PREVENTION OF VIOLENCE

Changes to the MOU that strengthen the language to improve the ability of the parties to address violence in the workplace, including a review of existing policies and procedures.

## MOU #8 – NURSES

A new clause that states “When all necessary documentation is provided by the employees, the Employer will ensure that the documentation required for payment of the initial Signing Bonus or Temporary Labour Market Supplement will be completed and submitted to the appropriate official within the same pay period.”

## MOU #9 – NUNAVUT NORTHERN ALLOWANCE

Changes to this MOU that continue to improve the Joint Employer – Union Committee by clearly defining specific dates and timelines.

## NEW MOU – 12 HOUR SHIFT SCHEDULE

This new MOU applies to all employees who work a 12 hour shift.

## NEW MOU – HOLIDAY CLOSURE DAYS

This new MOU brings language into the collective agreement that provides four days of paid leave between Christmas Eve and New Years Day for all employees whose hours of work are defined in Article 22.01 (a) and (b), except for employees employed in those facilities designated by the Employer and employees in Groups 3 and 6.

## NEW MOU – SOCIAL JUSTICE FUND

The Employer has agreed to contribute to the Public Service Alliance of Canada – Social Justice Fund. All monies contributed will be utilized in the territory of Nunavut.

## GROUP TWO, THREE, FOUR, FIVE, AND SIX

Changes for these groups are in the tentative agreement.

**\*All other changes are found within the tentative agreement.**

Your bargaining team, consisting of

Robert Hogan, Team Member  
Linda Hunter, Team Member  
Jennifer Pearce, Team Member  
Abraham Qammaniq, Team Member  
Rick Robert, Team Member  
John Wilson, Negotiator

unanimously recommends acceptance of this tentative agreement.

In Solidarity,



Jack Bourassa  
Regional Executive Vice-President

Att.

cc. National Board of Directors  
Bill Fennell, NEU  
Directors' Team  
Linda Cassidy, A/Coordinator, Negotiations Section  
Lisa Addario, Coordinator, Representation Section  
Shelina Merani, Coordinator, Communications  
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section  
John Wilson, Negotiator  
Negotiations Section  
Patricia Harewood, Legal Officer  
Margaret Barry, Administrative Assistant to Legal Officer  
Lisa Garnier, Regional Coordinator  
Micheline Labelle, Supervisor, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Ratification Kit Binder (Negotiations Section)

**MEMORANDUM OF SETTLEMENT**

between

**GOVERNMENT OF NUNAVUT**

(the Employer)

and

**THE NUNAVUT EMPLOYEES UNION**

(the Union)

The Bargaining Committees of the Employer and the Union have reached a tentative Collective Agreement.

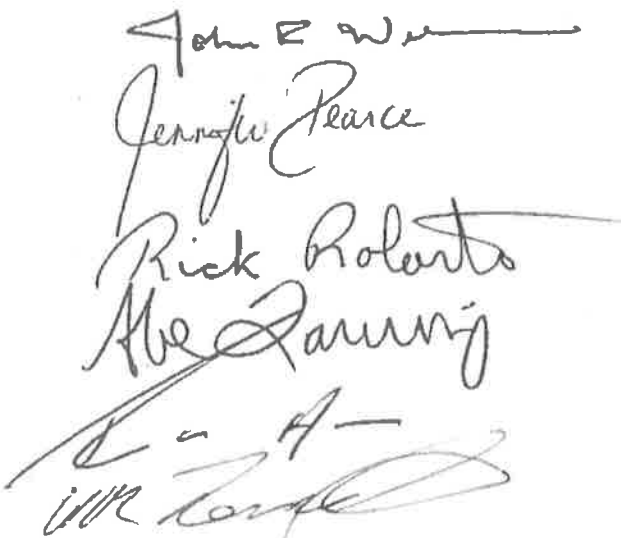
The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union which expired September 30, 2014 with the changes agreed to between the Employer and the Union during this round of bargaining, which are attached to this Memorandum of Settlement.

The Employer and the Union agree that the changes in articles 17.05 and 18.01 are without prejudice to any outstanding grievances filed with respect to the application of these articles during the term of the collective agreement which expired September 30, 2014. The changes in articles 17.05 and 18.01 will not be relied upon by either party at any arbitrations with respect to any outstanding grievances filed with respect to the application of these articles during the term of the collective agreement which expired September 30, 2014.

DATED in Iqaluit , Nunavut August 18, 2016

For the Union

  
John E. W...  
Jennifer Pearce  
Rick Roberts  
Abe Samuq  
L. A.  
M. [unclear]

For the Employer

  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
803 [unclear]

2.01(c) Amend to read: **"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;

2.01(e) Amend to read: **"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; and severance pay and vacation shall be considered as continuous employment within the Public Service.

12.06(c) Amend to read: In addition, the Employer shall provide the Union on a quarterly basis with a report of all employees that were included or excluded from the Bargaining Unit during that period. This report shall include each employee's first, middle, and last names (as separate fields), position number, position title, and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 41(1.7)(a), 41(1.7)(d) legal officer, and 41(1.7)(h)): 55(8)(a), 55(8)(d) legal officer, and 55(8)(h).

17.05 Amend (a) & (b) to read:

- (a) All leave will be earned hourly based on the earning rates identified in the individual leave clauses. Leave will accrue on all regular hours, paid vacation leave, paid sick leave, paid special leave hours, winter bonus days and union leave with or without pay except for leave under Article 11.10. Leave will also accrue on earned lieu time taken and on designated paid holidays taken. This provision applies to all employee types and all types of paid leave.
- (b) All leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

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

Completed Years of Continuous Service	Hourly Entitlement	Maximum Annual Earnable Hours - Based on Standard Annual Hours of Work		
		1950	2080	2184
0 - 2	0.063462	123.75	132.00	138.60
2+ - 9	0.082616	161.10	171.84	180.43
10 - 14	0.096000	187.20	199.68	209.66
15 - 19	0.115385	225.00	240.00	252.00
> 19	0.13477	262.80	280.32	294.34

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

18.03(c) Amend to read: is granted sick leave on production of a medical certificate, which was issued during the period of illness except when a health-care professional qualified medical practitioner is not available;

19.02(b)(ii)(b) Amend to read: a transportation problem (including being stuck on the land) caused by weather, if the employee makes every reasonable effort to report for duty;

21.02(b)(ii) – Amend to read: serving on a government board, such as the ~~Workers Compensation Board~~ **Workers' Safety and Compensation Commission**, or the Liquor Licensing Board;

21.03 – Amend 1<sup>st</sup> paragraph to read: An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a **Workers' Safety and Compensation Commission** ~~Workers' Compensation Board~~ that he/she is unable to perform his/her duties because:

21.04(b)(i) Amend to read: After completion of 6 months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to ~~Section 23~~ the *Employment Insurance Act*, shall be paid a maternity leave allowance.

21.09 (k) Amend to read: An employee approved for Compassionate Care leave will not have their position offered to another employee unless the ~~Employee~~ Employer offers the employee an alternative equivalent position in the community.

24.02(d)(i) Amend to read: Where an employee has received more than his or her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period except in recoveries for absent without leave or leave without pay.

Where an employee has received more than his or her proper entitlement to wages or benefits when off on leave without pay, no continuing employee shall be subject to such deductions in excess of fifty percent (50%) of the employee's gross earnings per pay period.

28.01(d) – Standby – (except for telephone or electronic communications)

Amend to read:

During a period of standby of eight (8) consecutive hours or portion thereof, an employee on standby who is required to report for work (~~except for telephone or electronic communications~~) for the first time shall be paid, in addition to the standby pay, either the appropriate overtime rate for all hours worked, or a minimum of four (4) hours pay at the straight time rate, whichever is greater. If the employee is required to report for work (~~except for telephone or electronic communications~~) for a second or subsequent time during that standby period, the employee shall receive the appropriate overtime rate for all hours worked on the second or subsequent reporting to work.

New 28.xx

#### Telephone and Electronic Consultation

Employees who are required to provide professional services over the telephone, or through electronic communications while on stand-by (without returning to the workplace) shall be entitled to a minimum of 15 minutes' pay for a telephone call or electronic communication received between 0700 hours and 2300 hours and 30 minutes' pay for a telephone or electronic communication call received between 2300 hours and 0700 hours, at time and one-half times (1 ½) his or her regular straight time hourly rate, or equivalent time in lieu, per telephone call or electronic communication, regardless of the duration of the telephone call or electronic communication. Any additional time spent on the telephone call or electronic communication over and above the initial minimum time shall be compensated at the same rate in fifteen (15) minute increments. The employee will complete a record of telephone calls or electronic communications on a form following the period of the telephone call or electronic communication. A telephone call or electronic communication received during a period for which one of the minimums is payable as a result of an earlier telephone call or electronic communication will be treated for those purposes as a continuation of that earlier telephone or electronic communication call.

**34.04 Amend to read:** Where the employee believes that his/her position has been improperly evaluated the employee may file an Appeal with the Deputy Head of their Department. The Deputy Head shall refer the Appeal to the Department of Human Resources Finance for resolution by a Job Evaluation Appeal Board.

**35.08 (a) Amend to read:** The Union shall have the right to consult with the Employee Relations Division, Department of Human Resources Finance, with respect to a grievance at each or any level of the grievance procedure.

**35.22(a) Amend to read:** The parties agree that arbitration referred to in Clause 35.21 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:

(i) Main Arbitrators:  
Richard Brown  
Philip Chodes  
Merley Gorsky  
Paula Knopf  
William Kaplan  
Barry Stephens

(ii) Supplementary Arbitrators:  
Red-germaine  
David Kates  
Lyle Kanee  
Julie Durette

**36.02 Amend to read:** The Employer will schedule a meeting with the Union to seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.

**Add new 37.05 to read:** The Employer shall advise the Union prior to any changes made in the plan provider or providers of the health care plan or plans. The benefit levels of the health care plans shall be maintained during the life of the collective agreement.

**38.03(b) Amend to read:** **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 the Employer in keeping with *HR Policy 1011 of the Human Resources Manual*, has ordered government offices closed due to adverse weather conditions.

**40.15 (f) Amend to read:** Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Deputy Head of Human Resources Finance, or designate.

**52.05 (c) Amend to read:** MOU #42 #10: Relief employees who are on staff as of December 1 in each year, and who have a minimum of three (3) years of continuous service with the Government of Nunavut shall be entitled to receive an annual continuous service bonus at the scheduled rates, pro-rated to a percentage of the number of regular hours that the employee has worked in the twelve months immediately prior to December 1 of each year to a maximum of 100%.

**52.07 Amend to read:** If a relief employee who has not worked any hours for a period of three (3) consecutive months, ~~the relief employee's~~ his/her employment shall be deemed to be terminated.

**55.01 Amend to read:** The term of this agreement shall be from October 1, 2014 until September 30, 2018.

The pay schedule contained in Appendix B take effect on the dates specified. All other provisions of this Agreement take effect on the date of signing of this Agreement, on *(date of signing)*, unless another date is expressly set out.

**New Article - Joint Consultation**

1. The parties acknowledge the mutual benefits of joint consultation and agree to establish a Union-Management Joint Consultation Committee (JCC) to provide joint consultation on terms and conditions of employment, and other matters of common interest. The JCC shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party.
2. The President of the Union (or his/her designated representative) and up to two (2) other Union representatives and the Deputy Minister of Finance (or his/her designated official), the Comptroller General of the Government of Nunavut and one other Government of Nunavut representative agree to meet quarterly, or more frequently if necessary in exceptional circumstances. By mutual agreement other persons may be invited to attend the meeting to assist in the resolution of particular issues.
3. No JCC meeting will be official unless at least two (2) representatives from each party attend, including the President of the Union and the Deputy Minister of Finance, or his/her designated representatives.
4. Up to three (3) Union members, who are not on leave, and who attend a JCC meeting, shall be paid for all time spent attending a JCC meeting.
5. Minutes of the Committee meetings shall be prepared and signed by at least one member of each party.

**MOU #6 – Prevention of Violence - Amend to read:**

The parties agree that within 90 days of the signing of ~~during the term of~~ this Collective Agreement, a joint Union/Employer Committee shall be established to ~~develop and reach agreement~~ review existing policies and procedures with respect to the prevention of violence to employees, the management of violent situations and the provision of counseling and support to employees and reach agreement on any changes or additions that may be required to these policies and procedures.

This Memorandum of Understanding shall expire on September 30, 2018.

**MOU #8 - Nurses – Add as new 3. (and renumber existing clauses)**

When all necessary documentation is provided by the employee, the Employer will ensure that the documentation required for payment of the Initial Signing Bonus or Temporary Labour Market Supplement will be completed and submitted to the appropriate official within the same pay period.

**MOU #9 Nunavut Northern Allowance**

The GN and the NEU agree that within sixty (60) days of ratification of this Collective Agreement the GN and the NEU will each designate three (3) persons to serve on a joint Employer-Union Committee to review the Nunavut Northern Allowance.

The Committee will meet within ninety (90) days of ratification of this collective agreement to select an independent resource person, with experience and familiarity with rural and remote community allowances. This resource person shall prepare a report on the Nunavut Northern Allowance, in accordance with directions provided by the Committee. That report shall include recommendations for a Nunavut Northern Allowance formula.

This report shall be provided to the GN and the Union, not later than September 30, 2017. The Union and the GN shall consider implementing the recommendations of the report into the Collective Agreement between the Union and the GN commencing October 1, 2018.



## MOU XX – 12 hour Shift Schedule

This Memorandum of Understanding applies to all employees on a 12 hour shift schedule.

### 1. Work Hours and Work Schedule

- (a) The Employer shall set up a master shift work schedule for each work area and post it one (1) month in advance. This schedule will cover the normal shift requirements of the work area. The schedule shall consist of twelve (12) hour shifts.
- (b) Hours of Work
  - (i) The hours of work shall be scheduled so that the employees work a shift rotation of four (4) days "on" and four (4) days "off" based on the scheduled rotation.
  - (ii) The weekly scheduled hours of work shall be 42. The annual scheduled hours of work shall be 2,184.
  - (iii) The hourly rates of pay will be based on the above.
  - (iv) The shift schedule shall not add any additional costs to the operational needs of each work area.
  - (v) Employees will not work more than 16 hours within a twenty-four hour period.
- (c) Shift Entitlement

Standard daily working shift is inclusive of a minimum half hour (1/2) paid lunch period and two fifteen (15) minute paid breaks during their working shift. The specified meal period will be scheduled as close to the midpoint of the shift as possible.
- (d) Shift Rotation

The shift rotation may be changed for a particular work area through mutual agreement between the employees and the Employer if the majority (50% +1) of employees is in agreement, provided that the annual hours of work do not exceed 2184 hours.
- (e) Shift Change

The Employer may permit mutual exchanges of shifts between two employees that the employees were originally scheduled to work subject to operational requirements and the following:

  - (i) There shall be no financial penalty to the Employer;
  - (ii) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change;
  - (iii) The shift exchange is fully completed within a two (2) week period;
  - (iv) No employee is required to work in excess of twelve (12) consecutive hours;
  - (v) The Employer will not approve a shift exchange between a supervisor and employee when the employee is not a supervisor or designated supervisor.

### 2. Schedule Shifts

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

### 3. Designated Paid Holidays

- (a) This Clause applies only to full time indeterminate and term employees:

- (i) On April 1 of each year an employee shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 15 in the current fiscal year multiplied by the employee's standard daily hours of work (12 hours). For employees who are shift workers for only part of a year, the designated paid holiday bank shall be equivalent to the number of designated paid holidays which occur while the employee is a shift worker.
- (ii) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.
- (iii) 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.
- (iv) When one employee(s) applies for vacation leave and another employee(s) applies for banked hours off under this clause, the request of the employee applying for vacation leave shall receive first preference.
- (v) When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of work or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2) the employee's straight time rate for all hours worked. This time may be banked, and paid out in accordance with paragraph (ii).
- (vi) 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 paid holiday.
- (vii) This Clause applies notwithstanding Article 15.

#### 4. Discretionary Leave

Employees who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, and who are 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 period of time 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 work area, will be permitted to use discretionary leave at any one time.
- (c) Except for the reasons specified in (a) and (b) above discretionary leave shall be granted when requested by the employee.

**THE PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING WILL EXPIRE ON THE EXPIRY OF THE 2014 – 2018 UNLESS BOTH PARTIES AGREE TO RENEW IT.**

#### New MOU – Re: Holiday Closure Days

1. For so long as this MOU remains in effect, Article 18.10 (Winter Bonus Days) of the Collective Agreement shall be deemed to be not in effect.
2. All full time indeterminate, term or casual employees whose hours of work are defined in Article 22.01(a) and (b), except for employees employed in those facilities designated by the Employer, shall receive four (4) days leave with pay between Christmas Eve (December 24) and New Year's Day on days that are not designated paid holidays or a day in lieu of a designated paid holiday falling on an employee's day of rest. Such days shall be designated by the Employer as Holiday Closure days. Where Christmas Eve (December 24) falls on a Saturday or Sunday, the Friday immediately before Christmas Eve (December 24) shall be one of the four (4) Holiday Closure Days.

3. Holiday Closure days are not to be treated as annual leave or designated paid holiday days but as days off with pay at employee's regular rate. Employees are required to take the number of days allotted.
4. For the purpose of article 17.05, leave will accrue on Holiday Closure days.
5. If an employee is required to work on any day designated as a Holiday Closure day, or is a full time indeterminate, term or casual employee whose regular work week is not defined in Article 22.01(a) or (b), or is an employee employed in those facilities designated by the Employer, the Employer shall grant equivalent leave with pay at the appropriate regular rate. Such leave shall be placed in a Holiday Closure leave bank and be liquidated between January 2 and August 31, inclusive, immediately following the Holiday Closure days at time mutually agreeable to the Employer and the employee. Any time remaining in the Holiday Closure leave bank after August 31 in each year shall be paid out at the employee's regular rate of pay in the first pay period in October immediately following.
6. This Memorandum of Agreement shall not apply to employees who are in Group 3 or Group 6.
7. This Article shall come into effect April 1, 2016.

#### **New MOU – Social Justice Fund**

The Employer shall contribute one cent (1¢) per regular hour worked to the PSAC Social Justice Fund and such contribution will be made for all regular hours worked by each employee in the bargaining unit. Contributions to the fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. All contributions under this Memorandum will be utilized in the territory of Nunavut. PSAC shall provide the Employer with a yearly written report showing where contributions under this Memorandum have been spent.

This Memorandum expires on September 30, 2018.

#### **Group 2 - Employees at Correctional Facilities – Amend to read:**

1. For the purposes of Group 2, "Correctional Officer" means Correctional Officers, Senior Correctional Officers, Correctional Supervisors, Correctional Caseworkers, Caseworker I, Caseworker II, Youth Officer, Youth Officer II and Senior Youth Officers who work in a Corrections Facility in Nunavut.

#### **2. Meals**

The Employer agrees to provide a meal to the Correctional Officers during the working shift. During their meal period Correctional Officers may be away from their place of duty, but not off the premises.

#### **3. Work Assignment(s) Outside Facilities**

Correctional Officers assigned to provide twenty-four (24) hour continuous supervision for inmates outside the facility shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1.5) for each twenty-four (24) hour period of such assignments. If the Correctional Officer is working on a scheduled day off, he/she shall receive overtime pay for hours worked.

#### **4. Dry-cleaning Allowance**

Employees 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.

#### **5. 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 Officer.

Except in the case of emergencies, casual and relief employees will be required to take the training.

**Group 3 – Nunavut Arctic College – College Educators**

**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 September 1 and August 15, **except for those programs which run between June 30 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, **except for those programs which run between June 30 and August 15.**

**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", the College Educator's work day will be 7.5 hours. The College Educator shall receive \$300 for each complete 24 hours "on the land" between Monday and Friday, in addition to the College Educator's regular rate of pay. If the course runs over a weekend, then the College Educator will be entitled to the normal overtime pay as defined in Article 23.

**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 NTER~~, ~~Programs Managers~~, Counselors, Librarians and Nunavut Research Institute 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 Applicant's ~~Program Campus~~-Director.

**8(c). Amend to read:**

**8. Funding**

(c) In addition, a short-term PD training fund shall be set up equivalent to ~~\$750.00~~ **\$1000.00** per year per full-time instructors' salaries, to be administered by the ~~Campus Director~~-Dean. The ~~Campus Directors~~ Deans will report annually to the President of Nunavut Arctic College on the use of short-term monies

**9(a)&(b) Amend to read:**

**9. Types of Professional Development Opportunities**

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

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

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

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

**12(a). 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.

**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.

**Group 4 – Trades and Apprentices**

**Amend as follows:**

References to "tradesman", "tradesmen", "journeyman" such as in paragraphs 2, 7, 9 and 11, should be changed to tradesperson, tradespersons, journeyperson.

**5. Work Clothing and Protective Equipment**

Amend 1<sup>st</sup> paragraph of (a) as follows:

- (a) The Employer will provide the following articles at no cost to the employee as required by the **Workers' Safety and Compensation Commission** ~~Workers' Compensation Board~~:

Amend (d) as follows:

- (d) Where safety prescription glasses are required by the Employer or the **Workers' Safety and Compensation Commission** ~~Workers' Compensation Board~~, the Employer shall replace them as required, at no cost to the employee when they are damaged beyond repair and presented to the Employer.
- (e) An allowance of \$200.00 will be provided to those employees who the Employer, the **Workers' Safety and Compensation Commission** ~~Workers' Compensation Board~~ or the *Safety Act* deem to require safety footwear. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment (eighteen (18) months of employment for the Project Officers upon presentation of appropriate receipts by the employee).

**7. Amend to read:**

- (a) **Employees shall provide hand tools required by their trade. Such tools must be of commercial quality.** The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.
- (b) The Employer agrees to replace worn out tools used and owned by journeyperson and apprentices in the regular performance of their work upon presentation of the worn out tool. Whenever replacement is made, the new tool will be of similar quality as the initial tool. In situations where highly specialized tools not normally associated with a journeyperson's tool kit are required, the Employer will retain ownership and provide them. ~~The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.~~
- (c) Where an employee suffers a loss of tools or equipment used to perform the employee's duties:  
(i) through fire and theft while such tools are stored on the Employer's premises; or  
(ii) while in transit during travel on behalf of the Employer;  
such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.

**10. Delete and renumber Articles 11 and 12**

~~10. Where an employee suffers a loss of tools or equipment used to perform the employee's duties;~~

- ~~(a) —through fire and theft while such tools are stored on the Employer's premises; or~~

~~(b) while in transit during travel on behalf of the Employer;~~

~~such tools or equipment will be replaced by the Employer with tools or equipment of equal or similar quality where the employee satisfies the Employer that a loss occurred.~~

**11(g). Amend to read: 10(g)** Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the ~~Superintendent of Apprenticeship Training~~ **Supervisor of Apprenticeship, Trade and Occupations Certification** to cancel his/her contract and the Apprentice may be terminated.

### Group 5 - Health Care Workers

**Amend Group 5 to read:**

1. All of the provisions of the Collective Agreement shall apply to health care employees employed at the hospital and health care facilities and institutional nurses at Correctional Centres. Provisions for Dental Therapists and Community Social Service Workers shall only apply as set out in clause 21 and 22. In any case where a provision contained in Group 5 conflicts with a provision of the Collective Agreement, the provision contained in Group 5 shall prevail.

#### **2. Definitions for Group 5**

(a) Articles 2.01(ff) and 2.01(oo) of Article 2 are modified as follows:

##### **2.01 (ff) Rates of Pay**

- (i) "Annual Rate of Pay" is the amount specified in Appendix B to this Agreement;
- (ii) "Hourly Rate of Pay" is the amount arrived at by dividing the annual rate of pay by two thousand one hundred and eighty-four (2184) hours, 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 the amount 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 at 0000 hours on Saturday to 2400 hours on Friday for the Qikiqtani General Hospital.

- (b) "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*.
- (c) "Registered Nurse" means a person who is registered pursuant to the *Nursing Profession Act* and includes a nurse practitioner.
- (d) "Central Sterilizing Room Technician" means a person who has successfully completed a recognized Central Sterilizing Room Technician course.
- (e) "Dental Therapist" means a person who is registered pursuant to the *Dental Auxiliaries Act*.
- (f) "Midwife" means a person who is registered pursuant to the *Midwifery Profession Act*.
- (g) "Registered Psychiatric Nurse" is a person who is registered as a psychiatric nurse in a Canadian province or territory where psychiatric nursing is recognized by law.
- (h) "Licensed Practical Nurse" is a person who is registered as a Licensed Practical Nurse in a Canadian province or territory where the profession of Licensed Practical Nurse is recognized by law.

#### **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. Discretionary Leave**

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 Community Social Service 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. Rest Periods**

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**

- (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with 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 between days off and it shall be the intent to assign less than the maximum.
- (f) Employees working 12 hour shifts should reference the Memorandum of Understanding re: 12 Hour Shift Schedule, for provisions specific to these shifts.

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, Licensed Practical Nurse, Central Sterilizing Room Technician, Community Social Service Worker, 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 Administration Act*.

#### 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

- (a) 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.
- (b) It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working on a compressed work period with no increased cost to the Employer.
- (c) 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.
- (d) 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 at the employee's basic rate of 7.5 hours.

#### 13. Hours of Work

- (a) Other than those employees covered under the MOU 12 hour work schedule, the regular hours of work for full-time employees exclusive of meal periods shall be one thousand, nine hundred and fifty (1,950) hours per year.
- (b) Regular hours shall be deemed to:
  - (i) include: two (2) rest periods, with pay, of fifteen (15) minutes during each 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; or one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours; as scheduled by the Employer.
  - (ii) exclude one (1) meal period of thirty (30) minutes which shall be scheduled by the Employer if the employee works 7.5 hours.
  - (iii) 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.

#### 14. Night Shift Food

The Employer agrees to provide food for employees who work a twelve (12) hour night shift. The specified period will be as close to mid-point of the shift as possible. During this meal period, Employees shall not, without the Employers consent, leave the facility.

#### 15. Overtime

- (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

#### 16. 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.

#### 17. 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.

#### 18. 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) Canadian Healthcare Association/Canadian Nurses Association Courses  
An indeterminate, term or part-time Registered Nurse who has successfully completed the Canadian Healthcare Association/Canadian Nurses Association 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.

#### 19. 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 step 6.

#### 20. Annual Special Allowance

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be \$19,500.00.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be \$16,350.00. 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 \$14,250.00 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 \$11,625.00 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.

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

22. The following clauses in Group 5 will apply to Community Social Service Workers clause 3 (Designated Holidays), clause 4 (Discretionary Leave), clause 8 (Notice of Termination) and clause 19 (Compensation for Prior Experience). All other clauses shall not apply

#### Group 6 - School Year Employees

##### **Amend to read:**

1. School year employees means Student Support Assistants, ~~Instructors in Young Offender Facilities and School Community Counselors~~, Dental Therapists, Library Technicians, ~~Classroom 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 follow the school year calendar for teachers not to include more than 195 days.
3. School year employees will not be required to report for duty during the Christmas, Easter and Summer Recesses on the local school calendar.
4. School year employees will not be entitled to earn vacation credits or take the annual leave as prescribed in Article 18 of this Agreement.
5. ~~Student Support Classroom~~ Assistants planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least two (2) weeks prior to the last day of the school year.
6. When a ~~Student Support Classroom~~ Assistant is required to lead a class and no teacher is present in the classroom, the Classroom Assistant will be paid a rate two (2) ranges above their current step.
7. School year employees will be paid at the appropriate annual pay level for their position over a twelve (12) month period in accordance with Article 24.
8. Where an employee dies or otherwise terminates employment during a school year, the employee or estate shall receive that portion of the summer recess pay the employee is entitled to in accordance with the number of school days worked during that school year.

#### Appendix B - Pay Schedules - Amend as follows:

- 2.00% increase to pay line effective October 1, 2014;
- 1.00% increase to pay line effective October 1, 2015;
- 1.00% increase to pay line effective October 1, 2016;
- 2.00% increase to pay line effective October 1, 2017.

##### Delete:

~~Conversion from the March 31, 1998 pay plans to the new pay plans shall be phased in as follows:~~

- ~~Employees whose March 31, 1998 salaries are less than or equal to the salaries on the new pay schedule will be placed on the new pay schedule at the steps on the new pay ranges that correspond to the steps~~

on the old pay ranges (e.g. If the employee is currently at step 3, the employee will be placed at step 3 on the appropriate pay range on the new schedule.)

- Employees whose March 31, 1998 salaries are greater than the salaries on the new pay schedules will have their current salary level protected by a "conversion salary". This "conversion salary" will make up the difference between their March 31, 1998 salary and their salary on the new pay plan and will be received in addition to their base salary. As employees progress through the steps on the new grid this "conversion salary" will continue to be added to their base salary.

Note:

- Employees whose jobs have not changed since April 1, 1998 but whose evaluations are changed before February 28, 1999 as a result of an evaluation review will have their salaries re-adjusted effective April 1, 1998 in accordance with the process set out in Article 24.08 dealing with re-evaluations. After March 1, 1999, any change in evaluations will become effective the later of the date the new Statement of Duties were assigned or 90 days preceding the date the discussion between the employee and the Supervisor under article 34.03 took place.
- College Instructors will move to the step on the new grid that corresponds to their step on the College Instructor's Grid. Instructors at steps higher than step six will be placed on step 6 of the new grid.

The parties agree that any employees who effective date of signing, were receiving Transition Allowance payments, shall continue to receive these allowances until the employee's salary comes below the maximum of their job evaluation level.