

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE NUNAVUT EMPLOYEES UNION**  
**AND**  
**THE MINISTER RESPONSIBLE FOR**  
**THE PUBLIC SERVICE ACT**

**EXPIRES**  
**September 30, 2028**



## NUMERICAL INDEX

| Article | Subject                                                                                   | Page |
|---------|-------------------------------------------------------------------------------------------|------|
|         | Preamble                                                                                  | 1    |
| 1       | Purpose of Agreement                                                                      | 2    |
| 2       | Interpretations and Definitions                                                           | 2    |
| 3       | Recognition                                                                               | 6    |
| 4       | Application                                                                               | 6    |
| 5       | State Security                                                                            | 7    |
| 6       | Strikes and Lockouts                                                                      | 7    |
| 7       | Managerial Responsibilities                                                               | 7    |
| 8       | Restriction of Outside Employment                                                         | 7    |
| 9       | Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities | 8    |
| 10      | Appointment of Representatives                                                            | 9    |
| 11      | Time Off for Union Business                                                               | 9    |
| 12      | Check Off and Information                                                                 | 11   |
| 13      | Information                                                                               | 12   |
| 14      | Access to the Internet and Privacy for Digital Communications                             | 13   |
| 15      | Designated Paid Holidays                                                                  | 13   |
| 16      | Religious Observance                                                                      | 15   |
| 17      | Leave General                                                                             | 15   |
| 18      | Annual Leave                                                                              | 16   |
| 19      | Special Leave Credits                                                                     | 19   |
| 20      | Sick Leave                                                                                | 21   |
| 21      | Other Types of Leave                                                                      | 24   |
| 22      | Hours of Work                                                                             | 32   |
| 23      | Overtime                                                                                  | 36   |
| 24      | Pay                                                                                       | 38   |
| 25      | Reporting Pay                                                                             | 43   |
| 26      | Call Back Pay                                                                             | 43   |
| 27      | Shift Premiums                                                                            | 44   |
| 28      | Standby Pay                                                                               | 45   |
| 29      | Technological Change                                                                      | 46   |
| 30      | Severance Pay                                                                             | 47   |
| 31      | Lay-Off                                                                                   | 50   |
| 32      | Statement of Duties                                                                       | 51   |

| <b>Article</b> | <b>Subject</b>                                        | <b>Page</b> |
|----------------|-------------------------------------------------------|-------------|
| 33             | Employee Performance Review and Employee Files        | 52          |
| 34             | Job Evaluation                                        | 52          |
| 35             | Adjustment of Disputes                                | 54          |
| 36             | Contracting Out                                       | 60          |
| 37             | Superannuation and Benefits                           | 61          |
| 38             | Safety and Health                                     | 61          |
| 39             | Nunavut Northern Allowance                            | 65          |
| 40             | Relocation                                            | 67          |
| 41             | Duty Travel                                           | 78          |
| 42             | Uniforms and Protective Clothing                      | 84          |
| 43             | Education and Professional Development Leave          | 85          |
| 44             | Deferred Salary Leave Plan                            | 87          |
| 45             | Civil Liability                                       | 89          |
| 46             | Prevention of Harassment, Discrimination and Violence | 90          |
| 47             | Resignation                                           | 92          |
| 48             | Job Sharing                                           | 92          |
| 49             | Professional Qualifications                           | 93          |
| 50             | Casual Employment                                     | 93          |
| 51             | Relief Employment                                     | 95          |
| 52             | Term Employees                                        | 96          |
| 53             | Joint Consultation                                    | 97          |
| 54             | Reopener of Agreement and Mutual Discussions          | 97          |
| 55             | Duration and Renewal                                  | 97          |

| <b>Memorandums and Letters of Understanding</b> |                                                                                                                                   | <b>Page</b> |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------|
| Memorandum of Agreement                         | (1) (Group Insurance)                                                                                                             | 99          |
| Memorandum of Understanding                     | (2) (Prior Service Recognition)                                                                                                   | 102         |
| Memorandum of Understanding                     | (3) (Inuit Qaujimajatuqangit)                                                                                                     | 103         |
| Memorandum of Understanding                     | (4) (Job Share Program)                                                                                                           | 104         |
| Memorandum of Understanding                     | (5) (Relocation Assistance Options)                                                                                               | 107         |
| Memorandum of Understanding                     | (6) (Nunavut Northern Allowance)                                                                                                  | 108         |
| Memorandum of Understanding                     | (7) (Continuous Service Bonus)                                                                                                    | 109         |
| Memorandum of Understanding                     | (8) (Group 2 Employer-Union Committee)                                                                                            | 110         |
| Memorandum of Understanding                     | (9) (12 Hour Shift Schedule)                                                                                                      | 111         |
| Memorandum of Understanding                     | (10) (Holiday Closure Days)                                                                                                       | 114         |
| Memorandum of Understanding                     | (11) (Social Justice Fund)                                                                                                        | 115         |
| Memorandum of Understanding                     | (12) (Group 5 Health Care Professionals)                                                                                          | 116         |
| Memorandum of Understanding                     | (13) (Job Share For Health Care Professionals & Child Protection Workers)                                                         | 127         |
| Memorandum of Understanding                     | (14) (Group 3 College Instructors And Academic Freedom)                                                                           | 132         |
| Memorandum of Understanding                     | (15) (Mental Health)                                                                                                              | 133         |
| Memorandum of Understanding                     | (16) (Social Services Professionals)                                                                                              | 135         |
| Memorandum of Understanding                     | (17) (Joint Union Management Committee On An Alternative Dispute Resolution Process Guided By Inuit Qaujimajatuqangit Principles) | 136         |

## **Groups**

|   |                                            |     |
|---|--------------------------------------------|-----|
| 1 | Conservation Officers                      | 137 |
| 2 | Employees at Correctional Facilities       | 138 |
| 3 | Nunavut Arctic College – College Educators | 139 |
| 4 | Trades and Apprentices                     | 145 |
| 5 | Health Care Workers                        | 149 |
| 6 | School Year Employees                      | 155 |
| 7 | Court Reporters                            | 156 |
| 8 | Social Services Workers                    | 157 |

## Appendices

|                                                                                       | <b>Page</b> |
|---------------------------------------------------------------------------------------|-------------|
| B      Pay Schedules                                                                  | 160         |
| B1      Hourly Rates of Pay Effective October 1, 2025                                 | 161         |
| B2      Annual Rates of Pay – Standard 37.5 Weekly Hours – Effective October 1, 2025  | 162         |
| B3      Annual Rates of Pay – Standard 40 Weekly Hours – Effective October 1, 2025    | 163         |
| B4      Annual Rates of Pay – Standard 42 Weekly Hours – Effective October 1, 2025    | 164         |
| B5      Hourly Rates of Pay Effective October 1, 2026                                 | 165         |
| B6      Annual Rates of Pay – Standard 37.5 Weekly Hours – Effective October 1, 2026  | 166         |
| B7      Annual Rates of Pay – Standard 40 Weekly Hours – Effective October 1, 2026    | 167         |
| B8      Annual Rates of Pay – Standard 42 Weekly Hours – Effective October 1, 2026    | 168         |
| B9      Hourly Rates of Pay Effective October 1, 2027                                 | 169         |
| B10      Annual Rates of Pay – Standard 37.5 Weekly Hours – Effective October 1, 2027 | 170         |
| B11      Annual Rates of Pay – Standard 40 Weekly Hours – Effective October 1, 2027   | 171         |
| B12      Annual Rates of Pay – Standard 42 Weekly Hours – Effective October 1, 2027   | 172         |

## ALPHABETICAL INDEX

| <b>Article</b> | <b>Clause</b> | <b>Subject</b>                                               | <b>Page</b> |
|----------------|---------------|--------------------------------------------------------------|-------------|
| 14             |               | Access to the Internet and Privacy for Digital Communication | 13          |
| 41             | 41.05         | Accommodation (Duty Travel)                                  | 79          |
| 40             | 40.07         | Accommodation (Relocation)                                   | 68          |
| 18             | 18.01         | Accumulation of Annual Leave                                 | 16          |
| 24             | 24.04         | Acting Pay                                                   | 39          |
| 35             |               | Adjustments of Disputes                                      | 54          |
| 19             | 19.06         | Advance of Credits                                           | 21          |
| 38             | 38.03         | Adverse Weather Conditions                                   | 64          |
| 18             |               | Annual Leave                                                 | 16          |
| 4              |               | Application                                                  | 6           |
| 40             | 40.02         | Application (Relocation)                                     | 67          |
| 24             | 24.10         | Application of Salary Review Date                            | 41          |
| 10             |               | Appointment of Representatives                               | 9           |
| 35             | 35.21-35.28   | Arbitration                                                  | 59          |
| 11             | 11.02-11.03   | Arbitration Hearings (Union Business)                        | 9           |
| 26             |               | Call Back Pay                                                | 43          |
| 40             | 40.09         | Cancellation of Rental Agreement (Relocation)                | 69          |
| 18             | 18.04         | Carry-Over Provisions (Annual Leave)                         | 17          |
| 50             |               | Casual Employment                                            | 93          |
| 19             | 19.07         | Casual Leave                                                 | 21          |
| 12             |               | Check Off and Information                                    | 11          |
| 45             |               | Civil Liability                                              | 89          |
| 29             | 29.05         | Commitment (Technological Change)                            | 46          |
| 21             | 21.09         | Compassionate Care Leave                                     | 30          |
| 22             | 22.08         | Compressed Work Week                                         | 34          |
| 5              | 5.03          | Conflict of Provisions                                       | 7           |
| 11             | 11.04-11.05   | Contract Negotiations (Union Business)                       | 10          |
| 36             |               | Contracting Out                                              | 60          |
| 21             | 21.01         | Court Leave                                                  | 24          |
| 20             | 20.01         | Credits (Sick Leave)                                         | 21          |
| 22             | 22.01         | Day Work                                                     | 32          |

| <b>Article</b> | <b>Clause</b> | <b>Subject</b>                                                                              | <b>Page</b> |
|----------------|---------------|---------------------------------------------------------------------------------------------|-------------|
| 44             |               | Deferred Salary Leave Plan                                                                  | 87          |
| 40             | 40.04         | Definitions (Relocation)                                                                    | 67          |
| 15             |               | Designated Paid Holidays                                                                    | 13          |
| 30             | 30.08         | Dismissal, Abandonment of Position                                                          | 49          |
| 40             | 40.10         | Duplicate Costs (Relocation)                                                                | 69          |
| 55             |               | Duration and Renewal                                                                        | 97          |
| 41             |               | Duty Travel                                                                                 | 78          |
| 43             |               | Education and Professional Development Leave                                                | 85          |
| 43             | 43.01-43.08   | Education Leave                                                                             | 85          |
| 40             | 40.03         | Eligibility (Relocation)                                                                    | 67          |
| 21             | 21.05         | Emergency Leave                                                                             | 27          |
| 11             | 11.07         | Employee Organization, Executive Council Meetings, Congress and Convention (Union Business) | 10          |
| 33             |               | Employee Performance Review and Employee Files                                              | 52          |
| 22             | 22.09         | Employee Scheduled Work                                                                     | 35          |
| 5              | 5.04          | Employer's Directives                                                                       | 7           |
| 43             | 43.12         | Examination Leave                                                                           | 87          |
| 35             | 35.32         | Expedited Arbitration                                                                       | 60          |
| 21             | 21.10         | Family Abuse Leave                                                                          | 31          |
| 22             | 22.07         | Flexible Hours                                                                              | 34          |
| 40             | 40.12-40.13   | Food and Transportation Assistance and Repayment                                            | 70          |
| 5              | 5.02          | Future Legislation                                                                          | 7           |
| 22             | 22.10         | General Rules (Hours of Work)                                                               | 35          |
| 18             | 18.02         | Granting of Annual Leave                                                                    | 16          |
| 41             | 41.16-41.18   | Headquarters Travel                                                                         | 78          |
| 15             | 15.03         | Holiday falling on a Day of Rest                                                            | 14          |
| 22             |               | Hours of Work                                                                               | 32          |
| 40             | 40.14         | Incidental Expenses (Relocation)                                                            | 70          |
| 13             |               | Information                                                                                 | 12          |
| 40             | 40.05         | Initial Hires or Relocation Guidelines (Relocation)                                         | 68          |
| 21             | 21.03         | Injury on Duty Leave                                                                        | 25          |
| 2              |               | Interpretations and Definitions                                                             | 2           |
| 40             | 40.01         | Introduction (Relocation)                                                                   | 67          |
| 21             | 21.08         | Inuit Qaujimajatuqangit Leave                                                               | 30          |
| 24             | 24.13         | Inuktitut Language Allowance                                                                | 42          |
| 34             |               | Job Evaluation                                                                              | 52          |
| 48             |               | Job Sharing                                                                                 | 92          |

| <b>Article</b> | <b>Clause</b> | <b>Subject</b>                                             | <b>Page</b> |
|----------------|---------------|------------------------------------------------------------|-------------|
| 53             |               | Joint Consultation                                         | 97          |
| 31             |               | Lay-off                                                    | 50          |
| 30             | 30.02         | Lay-off (Severance Pay)                                    | 47          |
| 11             | 11.10         | Leave for Elected Officers (Union Business)                | 10          |
| 17             |               | Leave General                                              | 15          |
| 18             | 18.07         | Leave When Employment Terminates                           | 18          |
| 21             | 21.07         | Leave Without Pay for Relocation of Spouse                 | 30          |
| 41             | 41.08-41.09   | Limitations (Duty Travel)                                  | 81          |
| 40             | 40.16-40.17   | Long Term Storage Provisions (Relocation)                  | 80          |
| 7              |               | Managerial Responsibilities                                | 7           |
| 21             | 21.04         | Maternity Leave                                            | 25          |
| 41             | 41.06         | Meals and Incidental Expenses (Duty Travel)                | 80          |
| 40             | 40.08         | Meals and Incidentals (Relocation)                         | 69          |
| 38             | 38.06         | Medical Examination                                        | 64          |
| 11             | 11.06         | Meetings Between Employee Organizations and Management     | 10          |
| 29             | 29.03         | Notice (Technological Change)                              | 46          |
| 39             |               | Nunavut Northern Allowance                                 | 65          |
| 41             | 41.07         | Other Expenses (Duty Travel)                               | 81          |
| 21             |               | Other Types of Leave                                       | 24          |
| 23             |               | Overtime                                                   | 36          |
| 21             | 21.06         | Parental Leave Without Pay                                 | 27          |
| 24             |               | Pay                                                        | 38          |
| 24             | 24.09         | Performance Increments                                     | 40          |
| 33             | 33.01         | Performance Review                                         | 52          |
| 40             | 40.15         | Personal Effects and Weight Allotments (Relocation)        | 71          |
| 33             | 33.02-33.04   | Personnel File                                             | 52          |
|                |               | Preamble                                                   | 1           |
| 46             |               | Prevention of Harassment, Discrimination and Violence      | 90          |
| 41             | 41.10         | Procedure (Duty Travel)                                    | 82          |
| 43             | 43.13-43.18   | Professional Development Leave                             | 86          |
| 50             |               | Professional Qualifications                                | 93          |
| 21             | 21.02         | Public Service Leave                                       | 24          |
| 1              |               | Purpose of Agreement                                       | 2           |
| 40             | 40.11         | Real Estate Costs (Relocation)                             | 70          |
| 18             | 18.05         | Recall from Annual Leave or Cancellation of Approved Leave | 17          |
| 3              |               | Recognition                                                | 6           |

| <b>Article</b> | <b>Clause</b> | <b>Subject</b>                                    | <b>Page</b> |
|----------------|---------------|---------------------------------------------------|-------------|
| 51             |               | Relief Employment                                 | 95          |
| 16             |               | Religious Observance                              | 15          |
| 40             |               | Relocation                                        | 67          |
| 40             | 40.18-40.22   | Relocation on Termination                         | 84          |
| 54             |               | Reopener of Agreement and Mutual Discussions      | 97          |
| 25             |               | Reporting Pay                                     | 43          |
| 11             | 11.08         | Representatives Training Courses (Union Business) | 10          |
| 47             |               | Resignation                                       | 92          |
| 30             | 30.06         | Resignation, Retirement and Death (Severance Pay) | 49          |
| 8              |               | Restriction of Outside Employment                 | 7           |
| 38             | 38.04         | Right to Refuse Dangerous Work                    | 64          |
| 38             |               | Safety and Health                                 | 61          |
| 38             | 38.02(b)      | Safety and Health Committee Provisions            | 61          |
| 38             | 38.02(d)      | Safety and Health Representative Provisions       | 63          |
| 24             | 24.05         | Salary Increases                                  | 39          |
| 30             |               | Severance Pay                                     | 47          |
| 27             |               | Shift Premiums                                    | 44          |
| 22             | 22.02         | Shift Work                                        | 33          |
| 20             |               | Sick Leave                                        | 21          |
| 19             | 19.02         | Special Leave                                     | 19          |
| 19             |               | Special Leave Credits                             | 19          |
| 28             |               | Standby Pay                                       | 45          |
| 5              |               | State Security                                    | 7           |
| 32             |               | Statement of Duties                               | 51          |
| 6              |               | Strikes and Lockouts                              | 7           |
| 37             |               | Superannuation and Benefits                       | 61          |
| 29             |               | Technological Change                              | 46          |
| 28             | 28.02         | Telephone and Electronic Consultation             | 45          |
| 52             |               | Term Employees                                    | 96          |
| 30             | 30.07         | Termination for Health Reasons (Severance Pay)    | 49          |
| 11             | 11.09         | Time Off for Representatives (Union Business)     | 10          |
| 11             |               | Time off for Union Business                       | 9           |
| 24             | 24.12         | Trainer's Allowance                               | 42          |
| 29             | 29.06         | Training (Technological Change)                   | 47          |
| 41             | 41.04         | Transportation (Duty Travel)                      | 79          |
| 38             | 38.09         | Transportation of Injured Workers                 | 65          |

| <b>Article</b> | <b>Clause</b> | <b>Subject</b>                                                                            | <b>Page</b> |
|----------------|---------------|-------------------------------------------------------------------------------------------|-------------|
| 20             | 20.09         | Transportation to a Medical Centre                                                        | 22          |
| 40             | 40.06         | Travel (Relocation)                                                                       | 67          |
| 41             | 41.11-41.15   | Travel by Privately Owned Motorized Vehicle (Duty Travel)                                 | 82          |
| 20             | 20.10         | Travel Time (Sick Leave)                                                                  | 24          |
| 42             |               | Uniforms and Protective Clothing                                                          | 84          |
| 9              |               | Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities | 8           |
| 29             | 29.04         | Union-Management Meetings on Changes (Technological Change)                               | 46          |
| 38             | 38.11         | Video Display Terminals                                                                   | 65          |
| 30             | 30.09         | Voluntary Separation                                                                      | 50          |
| 18             | 18.11         | Voluntary Unpaid Leave                                                                    | 18          |
| 18             | 18.10         | Winter Bonus Days                                                                         | 18          |
| 38             | 38.10         | Workplace Hazardous Materials Information Systems                                         | 65          |

## PREAMBLE

The Government of Nunavut and the Nunavut Employees Union/Public Service Alliance of Canada recognize and respect the Nunavut Land Claims Agreement, the needs of the Inuit and the protection of their culture, way of life, language, and Inuit Societal Values in the Pinasuaqtavut document which is based on the Inuit Principles:

- Δᓃᖅᑎᕐᑦᑭᑦ—Inuuqatigiitsiarniq: Respecting others, relationships, and caring for people.
- ᑯᓄᓗᑦ—Tunnganarniq: Fostering good spirit by being open, welcoming, and inclusive.
- ᐱᕈᕐᑦ—Pijitsirniq: Serving and providing for family and/or community.
- ᐸᕐᑎᕐᑦ—Aajiiqatigiinniq: Decision-making through discussion and consensus.
- ᐱᑦᑭᓴᕐᑦ—Pilimmaksarniq: Development of skills through observation, mentoring, practice, and effort.
- Δᑲᕐᑎᕐᑦ—Ikajuqtigiinniq: Working together for a common cause.
- ᖅᑯᕐᑦ—Qanuqtuurniq: Being innovative and resourceful.
- ᐸᑦᑎᕐᑦ ᑲᓴᕐᑦ—Avatittinnik Kamatsiarniq: Respect and care for the land, animals, and the environment.

Both the Employer and the Union confirm their commitment to the rights and obligations set out in the Nunavut Land Claims Agreement. Furthermore, the parties are committed to respecting the principles of Inuit Qaujimajatuqangit and to protecting Inuit culture, language and way of life.

The Employer and the Union acknowledge and respect the Nunavut Land Claims Agreement in which Nunavummiut beneficiaries are full participants.

The parties also respectfully acknowledge that this Collective Agreement has been negotiated on lands inhabited and cared for by Inuit since time immemorial.

## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to 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.
- 1.02 The parties to this Agreement share a desire to improve the quality, promote the well-being, and increase the productivity of the employees to the end that Nunavut will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) ***“Alliance”*** means the Public Service Alliance of Canada;
  - (b) ***“Allowance”*** means compensation to an employee in addition to their regular remuneration payable for the performance of their position;
  - (c) ***“Bargaining unit”*** means those employees as set out in Part 7 subsection 55(5)(a) of the *Public Service Act*;
  - (d) ***“Calendar Year”*** means the period from January 1 to December 31 of the same year;
  - (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 reemployed within a period of three (3) months; their periods of employment for purposes of superannuation and severance pay shall be considered as continuous employment within the Public Service.
  - (f) ***“Day of Rest”*** means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position;
  - (g) ***“Demotion”*** means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of their former position;
  - (h) ***“Department”*** means a division of the Public Service designated as a department by the Premier, upon the recommendation of the Executive Council;

- (i) ***“Deputy Head”*** means the Deputy Minister of a Department, the Chief Executive Officer or President of a Board or Agency, or a person duly appointed as a Deputy Head;
- (j) ***“Dependant”*** means:
  - (i) the spouse of an employee who is residing with the employee;
  - (ii) any child, adopted child or stepchild of the employee who:
    - a. is attending school or is a student at some other institution, and is under twenty-one (21) years, or
    - b. is under twenty-one (21) years and dependent upon the employee for support, or
    - c. is twenty-one (21) years or older and dependent upon the employee because of a mental or physical illness; or
  - (iii) any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.
- (k) ***“Dismissal”*** means either a rejection on probation pursuant to Section 21 of the *Public Service Act* or a dismissal pursuant to Section 33 of the *Act*;
- (l) ***“Effects”*** include the furniture, household goods, equipment and personal effects of an employee and their dependants at the time of their move but does not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs. However, where a continuing employee is moved from one community to another within Nunavut, they may include in their effects all-terrain vehicles, snowmobiles and foodstuffs;
- (m) ***“Employee”*** means a member of the Bargaining Unit and includes:
  - (i) a *“casual employee”* which means a person employed by the Employer for work of a temporary nature;
  - (ii) an *“indeterminate employee”* which means a person employed for an indeterminate period;
  - (iii) a *“part-time employee”* which means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month;
  - (iv) a *“seasonal employee”* which means an employee appointed to a position which is not continuous throughout the year but recurs in successive years;
  - (v) a *“term employee”* which means a person other than a casual, relief or indeterminate employee who is employed for a fixed period in excess of four (4) months.
  - (vi) a *“relief employee”* which means a person employed by the Employer on an “as and when needed” basis.
- (n) ***“Employer”*** means the Government of Nunavut as represented by the Minister responsible for the *Public Service Act* or their designate;
- (o) ***“Fiscal Year”*** means the period starting April 1 of one calendar year and ending March 31 of the following calendar year;
- (p) ***“Grievance”*** means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;

- (q) **“Headquarters”**, when modified by the word “employee’s”, means the community in which the employee’s position is located. In other contexts it may refer to the Regional Headquarters or the Government Headquarters in Iqaluit;
- (r) **“Holiday”** means the twenty-four (24) hour period commencing at 12:01 A.M. of the day designated as a paid holiday in this agreement;
- (s) **“Lay-Off”** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-Off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another Employer where the employee is offered employment with the new Employer.
- (t) **“Leave of Absence”** means absent from duty with the Employer’s permission;
- (u) **“Manager”** means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money;
- (v) **“May”** is permissive; **“Shall”** and **“Will”** are imperative;
- (w) **“Membership Fees”** means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium or special levy;
- (x) **“Notice”** means notice in writing which is hand delivered or delivered by registered mail;
- (y) **“Overtime”** means work performed by an employee in excess of or outside of their regularly scheduled hours of work;
- (z) **“Point of Departure”** means:
  - (i) Montreal or Ottawa - for all communities in the Baffin Region, Winnipeg - for all communities in the Kivalliq Region, Edmonton - for all communities in the Kitikmeot Region.
  - (ii) the community the employee resided in at the time of initial appointment to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in at the commencement of the employee’s continuous service.
- (aa) **“Point of Recruitment”** means the community the employee resided in immediately prior to the time of initial *appointment* to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in immediately prior to the commencement of the employee’s continuous service.
- (bb) **“Probation”** means a period of six (6) months from the day upon which an employee is first appointed to the Public Service, except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. Probation also means a period of six (6) months from the day upon which an existing employee is appointed to a new position within the Public Service as a Promotion. If an employee does not successfully complete their probationary period on promotion the Employer will make every reasonable effort to appoint them to a position comparable to the one from which they were promoted.

- (cc) ***“Promotion”*** means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of their former position by at least:
  - (i) the minimum increment in the new position, or
  - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one (1) rate of pay.
- (dd) ***“Public Service”*** means the Public Service of the Government of Nunavut, as defined in the *Public Service Act*;
- (ee) ***“Public Service Act”*** means the *Nunavut Public Service Act*;
- (ff) ***“Rates of Pay”***:
  - (i) ***“weekly rate of pay”*** means an employee’s annual salary divided by 52.176;
  - (ii) ***“daily rate of pay”*** means an employee’s weekly rate of pay divided by five (5);
  - (iii) ***“hourly rate of pay”*** means an employee’s daily rate of pay divided by their regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for their part-time employment.
  - (iv) ***“straight time rate”*** means the hourly rate of remuneration
- (gg) ***“Reasonable Job Offer”*** means an offer of indeterminate employment within the Public Service, normally at a pay level equal to or greater than the employee's current level. Where practicable, a reasonable job offer shall be within the employee's headquarters.
- (hh) ***“Refusal of Transfer”*** means an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.
- (ii) ***“Representative”*** means an employee who has been elected or appointed to an area steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (jj) ***“Spouse”*** means
  - (i) an individual to whom you are legally married; or
  - (ii) an individual who is
    - a. the natural or adopted parent of an employee’s child; or
    - b. in a relationship with an employee for at least twelve (12) consecutive months.
- (kk) ***“Standby”*** means any period of time during which, on the instruction of the deputy head, an employee is required to be available for recall to work;
- (ll) ***“Transfer”*** means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (mm) ***“Union”*** means the Nunavut Employees Union;

- (nn) ***“Voluntary Separation”*** means an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice, or who has been laid-off and is on the priority list as a result of a lay-off.
- (oo) ***“Week”*** means a period of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night;
- (pp) ***“Work of the Bargaining Unit”*** means:
- (i) The parties agree that no employee shall suffer a reduction in the hours of work, pay, or benefit as a result of work performed by individuals:
    - a. working as volunteers;
    - b. working under the scope of Territorial Land Claims or federally funded grants or projects;
    - c. working on projects funded by charitable organizations; and
    - d. working as on-the-job trainees from a totally publicly funded institution.
- (qq) ***“Time and one-half”*** means one and one-half times the straight time rate.
- (rr) ***“Double time”*** means twice the straight time.

2.02 Except as otherwise provided expressions used in this Agreement:

- (a) if defined in the *Public Service Act* or in the *Regulations* made there under, or in the *Nunavut Employees Union Act*, have the same meaning as given to them in those Acts; and
- (b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a) above, have the same meaning as given to them in the *Interpretation Act*.

2.03 Throughout this Agreement, expressions referring to employees are meant for all employees, regardless of gender.

### ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

### ARTICLE 4 – APPLICATION

4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Health Care Plan, the Superannuation Plan, the Long-Term Disability Insurance Plan, and the Dental Plan.

## **ARTICLE 5 – STATE SECURITY**

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any Act of Nunavut.

### **5.02 Future Legislation**

In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

### **5.03 Conflict of Provisions**

Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

### **5.04 Employer's Directives**

The Employer shall provide the Union with a copy of all Personnel directives, departmental policies, and any other general directives or policies that affect Union members. The Employer shall not implement any new policies, or effect any changes to existing ones, without prior consultation with the Union.

## **ARTICLE 6 – STRIKES AND LOCKOUTS**

6.01 During the term of this Collective Agreement there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow down, or any other interference with production by any employee or employees.

## **ARTICLE 7 – MANAGERIAL RESPONSIBILITIES**

7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Public Service. The Employer shall exercise its management functions in a manner that is fair, reasonable, equitable and in accordance with the provisions of this Agreement.

## **ARTICLE 8 – RESTRICTION OF OUTSIDE EMPLOYMENT**

8.01 (a) When an employee wishes to carry on any business or employment outside their regularly scheduled hours of duty, including other employment within the Public Service, they shall notify the Employer in writing of the nature of such business or employment prior to starting such business or employment.

The Employer shall acknowledge, in writing, the employee's request. The nature of the proposed outside employment or business shall be held in strict confidence by the Employer.

- (b) When the Employer desires to prohibit an employee's engagement in business or employment outside their regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
- (c) When an employee requests permission in (a) above, the Employer shall respond within thirty (30) calendar days of the Employer's acknowledgement of receipt. If no response is received, permission shall be assumed.
- (d) When an employee changes employment to another department, the employee is required to resubmit their request for secondary employment to the head of the new department prior to commencing employment in the new department.

8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and their outside interests;
- (b) certain knowledge and information available only to Public Service personnel place the individual in a position where they can exploit the knowledge or information for personal gain; and
- (c) the Employer shall provide in writing the reasons for its decision that the outside employment constitutes a conflict of interest and such reasons shall be provided in a timely fashion.

## **ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES, PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

- 9.01 Upon reasonable notice, the Employer shall permit access to its work premises to an accredited representative of the Union. When visits to restricted areas are involved the representative shall obtain the Employer's permission or escort to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.
- 9.02 The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs. The bulletin board shall be a minimum of 24 inches by 36 inches.
- 9.03 The Employer shall make available to the Union specific locations in each work location for the placement of bulk quantities of literature of the Union or other union-like organizations.
- 9.04 The Employer shall make available to the Union and the Bargaining Unit members a suitable meeting room for each local and sub-local to be used periodically for Bargaining Unit members.

- 9.05 Subject to the provisions of Article 14, the Union and employees shall be allowed to communicate with each other on Union related matters using the Employer's e-mail and network systems, within the usage constraints inherent to those systems. Employees shall have access to the Union's electronic sites through the Employer's connections to the Internet subject to the usage constraints inherent in those systems. The Employer shall not monitor or restrict Union electronic communications except as provided for under Article 14. In all other respects, Union communications shall be considered as private and confidential correspondence.
- 9.06 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to sixty (60) minutes subject to operational requirements. Employees shall be granted leave with pay to attend these meetings. Adequate space for these meetings may be provided by the Employer when requested by the Union representative.

#### **ARTICLE 10 – APPOINTMENT OF REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives, the jurisdiction they represent, a contact number and work location before the Employer is required to recognize them.
- 10.02 The Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.

#### **ARTICLE 11 – TIME OFF FOR UNION BUSINESS**

- 11.01 For the purposes of all "leave without pay" described under Article 11 the Employer shall ensure that the Employee is paid their full salary, benefits, pension contributions, annual increments, salary increases, and continuous employment. The Employer shall invoice the Union for the salary, benefits and pension cost for the leave.
- 11.02 (a) **Arbitration Hearing (Disputes) & Mediation**  
Upon reasonable notification, the Employer shall grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation;
- (b) **Arbitration Hearing (Grievance) - Employee Called as a Witness**  
Upon reasonable notification, the Employer shall grant leave with pay to an employee called as a witness before an Arbitration hearing;
- 11.03 (a) The Employer shall grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.
- (b) **Employee Who Acts as a Representative**  
Upon reasonable notification, the Employer shall grant leave with pay to the Representative of an employee who is a party to the grievance.

**(c) Employee Called as a Witness**

Upon reasonable notification, the Employer shall grant leave with pay to a witness called by an employee who is a party to the grievance.

**11.04 Contract Negotiation Meetings**

Upon reasonable notification, the Employer shall grant leave with pay for five (5) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

**11.05 Preparatory Contract Negotiation Meetings**

The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

**11.06 Meetings Between Employee Organizations and Management**

Upon reasonable notification, the Employer shall grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

**11.07 Employee Organization, Executive Council Meetings, Congress, Convention and Conferences**

The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant reasonable leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

**11.08 Representatives Training Courses**

The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

**11.09 Time Off For Representatives**

- (a) The Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.
- (c) Where an employee and their Representative are involved in the process of a grievance, they shall be granted time off with pay.

**11.10 Leave for Elected Officers**

- (a) (i) Employees elected as President, 1st Vice-President, 2nd Vice-President, and Regional Vice-President 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.

- (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
  - (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement plus any additional salary amounts as required by the Union to be paid to the Employee. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
  - (c) The benefits of any group plan shall be extended to such employees and the Union shall reimburse the Employer for any costs involved.
  - (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step six (6) in their pay level of their applicable salary.
  - (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
  - (f) Upon termination of their leave of absence such employees shall be returned to their former position with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this Clause of the Collective Agreement, they shall provide the Employer with a three (3) month notice of their intent to do so.
  - (g) Notwithstanding Clause 11.10(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.
- 11.11 Upon reasonable notification, the Employer shall grant leave without pay to allow the PSAC Regional Executive Vice-President North to perform their duties.
- 11.12 The Employer shall grant time off with pay to:
- (a) An employee who is party to a staffing or a job evaluation appeal;
  - (b) An employee who represents an employee who is party to a staffing or job evaluation appeal; and
  - (c) Up to two (2) employees who are delegated to represent the Union in a staffing or job evaluation appeal proceeding.
- 11.13 Subject to operational requirements, the Employer shall grant leave without pay for two (2) employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
  - (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

## **ARTICLE 12 – CHECK OFF AND INFORMATION**

- 12.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.

- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee shall occur on a bi-weekly basis and shall apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 No employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.
- 12.06 (a) The amounts deducted in accordance with Clauses 12.01 and 12.05 shall be remitted to the Comptroller of the Alliance within thirty (30) days after the month in which deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- (b) The Employer agrees to provide to the Union, by the end of each calendar month, a report in the form of an Excel table concerning the identification of each member in the Bargaining Unit. This report shall include as a single line: the employee's first, middle, and last names (as separate fields), social insurance number, employee number, position number, position title, pay range, step, annual salary, dues deducted, hire date, termination date, casual/term/indeterminate status, included status, department, division, work location and community.
- (c) 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., 55(8)(a), 55(8)(d) legal officer, and 55(8)(h)).
- (d) The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

### **ARTICLE 13 – INFORMATION**

- 13.01 The Employer shall provide to each employee a copy of the Collective Agreement either by link or hard copy where required.

- 13.02 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon their appointment.
- 13.03 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of Nunavut, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

#### **ARTICLE 14 - ACCESS TO THE INTERNET AND PRIVACY FOR DIGITAL COMMUNICATION**

- 14.01 The Employer shall provide clear directives describing acceptable use of GN networks, email, the Internet, and the World Wide Web.
- 14.02 The Employer shall consult with the NEU when contemplating changes to the directives.
- 14.03 The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive or otherwise inappropriate.
- 14.04 Employees may use email and Internet services for personal reasons during breaks or, with prior approval, on their own time. Employees shall not access or disseminate any material that is illegal, offensive or otherwise inappropriate. No employee shall allow Internet usage for personal reasons to interfere with the performance of their duties.
- 14.05 The Employer shall not limit access to the GN computer network or Internet without due cause. Any finding made by the Employer of misuse of the GN computer network or the Internet shall be communicated to the Employee as soon as practicable and the account will be suspended pending a request for reinstatement from the departmental Deputy Head. In exercising each of the supervisory responsibilities covered by this Article, the Employer will be guided by Standard Operating Procedures for system administration, security, forensic technical audit, Computer Emergency Response (CERT), and/or criminal investigation procedures.
- 14.06 Unacceptable use of Internet and email services shall result in immediate suspension of network privileges by the Employer and may result in disciplinary action.

#### **ARTICLE 15 - DESIGNATED PAID HOLIDAYS**

- 15.01 (a) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (i) New Year's Day;
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;

- (v) Canada Day;
- (vi) Nunavut Day;
- (vii) The first Monday in August;
- (viii) Labour Day;
- (ix) National Day for Truth and Reconciliation;
- (x) The day fixed by Order of the Government of Nunavut as a general day of Thanksgiving;
- (xi) Remembrance Day;
- (xii) Christmas Day; and
- (xiii) Boxing Day;

- (b) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees remaining in the community, and who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period. For employees who work remotely the holidays identified in 15.01 (a) will apply.

15.02 Clause 15.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 11.

**15.03 Holiday Falling On a Day of Rest**

When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest.

15.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 15.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday

15.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when they are not scheduled to work, they shall be paid in addition to the pay that they would have been granted had they not worked on the holiday:

- (a) one and one half (1 1/2) times their hourly rate for the first four (4) hours worked; and
- (b) twice (2) their hourly rate for hours worked in excess of four (4) hours; or
- (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

15.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.

- 15.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.
- 15.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 15.05.

#### **ARTICLE 16 – RELIGIOUS OBSERVANCE**

- 16.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill their religious obligations.
- 16.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave (for eligible employees), leave without pay, or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- 16.03 Notwithstanding Clause 16.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of two (2) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this Clause shall not be compensated nor should they result in any additional payments by the Employer.
- 16.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

#### **ARTICLE 17 – LEAVE GENERAL**

- 17.01 When the employment of an employee who has been granted more annual, sick or special leave with pay than they have earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to them provided that:
- (a) an employee's employment is terminated by their death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after they have completed one (1) or more years of continuous employment.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, they are entitled during their period of leave to receive the allowance if the special or extra duties in respect of which they are paid the allowance were assigned to them on a continuing basis.
- 17.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick and annual leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to annual leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;

(b) to a full day if the fractional entitlement is more than one-half day.

- 17.05 (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 Clause 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.
- 17.06 Where an Employee's leave is not approved on the basis of operational requirements, the Employer shall, at the time the leave is not approved, set out in writing the specific operational requirements which are the basis for the leave not having been approved.

## **ARTICLE 18 – ANNUAL LEAVE**

### **18.01 Accumulation of Annual Leave**

- (a) For each regularly scheduled hour that an employee receives pay they shall earn annual leave at the following rates:

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

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

- (b) The accumulated service for part-time employees shall be counted for the annual leave entitlements in Clause 18.01(a).

### **18.02 Granting of Annual Leave**

- (a) In granting annual leave with pay to an employee, the Employer shall make every reasonable effort:
- (i) to schedule annual leave for all employees in the fiscal year in which it is earned;
  - (ii) not to recall an employee to duty after they have proceeded on annual leave;
  - (iii) to grant the employee their annual leave during the fiscal year in which it is earned at a time specified by them;

- (iv) to comply with any request made by an employee before January 31, that they be permitted to use in the following fiscal year any period of annual leave of four (4) days or more earned by them in the current year;
- (v)
  - a. to grant the employee annual leave for at least up to six (6) consecutive weeks depending upon their annual leave entitlements when so requested by the employee; and
  - b. to grant employees their annual leave preference and, where as between two or more employees who expressed a preference for the same period of annual leave, length of service with the Government of Nunavut will prevail;
  - c. where the operational requirements of the service are such that an employee is not permitted to take their annual leave during the months of June to September inclusive in one fiscal year, special consideration will be given to them being granted their annual leave during the months of June to September in the next fiscal year;
  - d. to grant the employee their annual leave when specified by the employee if the period of annual leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) The Employer shall reply to the request for annual leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received.
- (c) Where the Employer has proposed to change, reduce or deny the annual leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of annual leave.

**18.03 Where in respect of any period of annual leave, an employee:**

- (a) is granted special leave, when there is a death in their immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is granted sick leave on production of a medical certificate, which was issued during the period of illness except when a qualified medical practitioner is not available;

the period of annual leave so displaced shall either be added to the annual leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**18.04 Carry-Over Provisions**

Employees are not permitted to carry over more annual leave credits than can be earned in one (1) fiscal year. Annual leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.

**18.05 Recall From Annual Leave or Cancellation of Approved Leave**

- (a) When during any period of annual leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses that they incur:
  - (i) in proceeding to their place of duty;

- (ii) in respect of any non-refundable deposits or non-refundable prearrangements associated with their annual leave;
- (iii) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during their annual leave;
- (iv) in returning to the place from which they were recalled if they immediately resume annual leave upon completing the assignment for which they were recalled;

after submitting such accounts as are normally required by the Employer.

- (b) When an employee has their approved annual leave cancelled before the commencement of the annual leave, they shall be reimbursed for reasonable expenses that they incur:

- (i) in respect of any non-refundable deposits or non-refundable prearrangements associated with their annual leave;
- (ii) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during their annual leave;

after submitting such accounts as are normally required by the Employer.

18.06 The employee shall not be considered as being on annual leave during any period in respect of which they are entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by them.

#### 18.07 **Leave When Employment Terminates**

Where an employee dies or otherwise terminates their employment:

- (a) Outstanding annual leave credits will be paid at current rate of pay.
- (b) The Employer shall grant the employee any annual leave earned but not used by them before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

18.08 An employee whose employment is terminated by reason of a declaration that they abandoned their position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, their entitlement shall lapse.

18.09 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, their completed years of prior employment shall be considered continuous service for the purposes of Clause 18.01(a).

#### 18.10 **Winter Bonus Days**

An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave, which they liquidate between October 1<sup>st</sup> and March 31<sup>st</sup> of any fiscal year up to a limit of four (4) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year. Winter bonus days shall be calculated in accordance with Clause 17.05.

#### 18.11 **Voluntary Unpaid Leave**

A voluntary unpaid leave program will be offered to eligible employees, as follows:

- (a) Deduction of 1.9231% of regular salary and scheduling off up to a maximum of five days' leave at a future time within the fiscal year. Granting of leave will be subject to operational requirements being met to the satisfaction of the Deputy Head or their designate.
- (b) New employees on initial hire are provided the opportunity to participate in the voluntary 1.9231% deduction and leave program.
- (c) Employees do not have the opportunity to change their option until the next fiscal year. In situations where employees would like to change their option, they must advise in writing of the change to their respective pay and benefits administration office at least four (4) weeks prior to the commencement of government fiscal year beginning April 1.
- (d) Employees who are hired after April 1 of a fiscal year and who elect to participate in the voluntary 1.9231% deduction and leave program will be provided with leave equal to the amount of the deductions taken from the employee.
- (e) Employees who terminate prior to taking the approved leave will be reimbursed the full amount deducted from regular salary.
- (f) Preference will be given to employees to take earned annual leave before any voluntary leave deducted at 1.9231% of regular salary is approved.

## **ARTICLE 19 - SPECIAL LEAVE CREDITS**

19.01 An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of 0.023077 special leave hours for each hour that an employee receives 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.

### **19.02 Special Leave**

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, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild and any relative permanently residing in the employee's household or with whom the employee presently resides.

- (a) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (i) when there is a death in the employee's immediate family;
  - (ii) when an employee is to be married.
- (b) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (i) a. where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for their dependants or for the sick person;

- b. where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
  - c. when an employee is required to travel from their place of residence in Nunavut to secure medical treatment and requires an escort, and where that employee has no immediate family members in Nunavut, a co-worker shall be entitled to escort that employee and shall be entitled to all of the provisions in Clause 20.09 (a), (i) , (ii) and (iii).
- (ii) where special circumstances not directly attributable to the employee prevent their reporting to duty, including:
  - a. serious household or domestic emergencies;
  - b. a transportation problem (including being stuck on the land) caused by weather or mechanical breakdown 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.
- (iii) in the event of the death of the employee's son-in-law, daughter-in-law.
- (iv) in circumstances which are of general value to the Public Service, such as where the employee:
  - a. takes an examination which will improve their position or qualifications in the Public Service;
  - b. attends their University Convocation, if they have been continuously employed for at least one (1) year;
  - c. requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (v) Such leave will not be unreasonably withheld.
- (c) The Deputy Head may grant an employee special leave with pay for a period of one (1) working day where a member of the immediate family is giving birth to a child and the employee is required to participate in the childbirth or care for the birth mother's dependants.
- (d) The Deputy Head may grant an employee special leave for a period of up to half a day to attend the funeral of the employee's aunt or uncle.

19.03 Special Leave in excess of the maximum days prescribed in Clauses 19.02(a), 19.02(b), 19.02(c) and 19.02(d) may only be granted with the approval of the Deputy Head.

19.04 The Employer will grant Special Leave to employees in the following circumstances:

- (a) three (3) days on the birth of an employee's child; such leave may be divided into two parts and taken on separate days and shall be taken no later than ten (10) days following the return of the child to the employee's place of residence;
- (b) three (3) days on the adoption of a child.

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

19.06 **Advance of Credits**

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned. Should the employee leave prior to earning sufficient credit, any outstanding leave paid shall be recovered.

19.07 **Casual Leave**

(a) Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

(i) **Medical, Dental and Legal Appointments**

Whenever it is necessary for an employee to attend upon their doctor, dentist, or lawyer during working hours, they may be granted casual leave for these purposes.

(ii) School Functions to attend parent/teachers meetings and school functions.

(iii) **Other Casual Leave**

The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

(b) Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires them to attend regular or recurring medical treatments and checkups. Such casual leave shall not be unreasonably denied.

19.08 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

19.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## **ARTICLE 20 – SICK LEAVE**

20.01 **Credits**

(a) An employee shall earn sick leave credits at the rate of 0.057692 sick leave hours for each hour that they receive pay.

(b) Clause 17.05 applies to the earning and taking of sick leave.

**Sick leave administration**

(c) Sick 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.

- 20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when their absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;
  - (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- 20.03 (a) Unless otherwise informed by the Employer an employee must sign a statement stating that because of their illness or injury they were unable to perform their duties:
- (i) if the period of leave requested does not exceed three (3) working days, and
  - (ii) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by them.
- (b) For the purposes of 20.03(a), a day refers to a calendar day, not the number of hours in the employee's shift.
- 20.04 The Employer shall only require a variation beyond the requirements of Clause 20.03, in the form of a certificate from a qualified medical practitioner, where there is a demonstrated and reasonable reason for doing so.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, they shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, they shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against their sick leave credits for the period of concurrency.
- 20.09 **Transportation to a Medical Centre**
- (a) Where an employee or an employee's dependant is required to travel from their place of residence in Nunavut to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
    - (i) payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available (whichever results in the lesser expense) accommodation and meal costs, in accordance with Clause 20.09(b).

- (ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, their travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Clause 20.09(b).
  - (iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was nonelective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
  - (i) taxi fare for required travel. (Airport shuttle bus must be used if feasible)
  - (ii) the most economical airfare, or mileage in accordance with Clause 41.12(a)(ii).
  - (iii) up to twenty five (25) days hotel accommodation and meal costs in accordance with Clause 41.05 and 41.06.
  - (iv) up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.
- (c)
  - (i) Where a qualified medical practitioner certifies that it is necessary for an employee or their dependant to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Clause 20.09(b).
  - (ii) When someone other than a medical attendant or person designated by the Government of Nunavut Department of Health accompanies the employee or their dependant, where applicable, they shall be the spouse, the parent or another person designated by the employee.
- (d) In the case of an employee being the escort for a member of their immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under Clause 20.10, will not be granted for this escort duty.
- (e) When an employee is approved to be a medical escort, the employee may be entitled to special leave pursuant to Clause 19.02(b)(i)(c).
- (f) The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (g) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Nunavut or by another employer.

## **20.10 Travel Time**

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

## **ARTICLE 21 - OTHER TYPES OF LEAVE**

### **21.01 Court Leave**

An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

- (a) to serve on a jury and the jury selection process; or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

### **21.02 Public Service Leave**

- (a) An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
  - (i) to serve as a Justice of the Peace;
  - (ii) to serve as a Coroner; or
  - (iii) to participate in a public inquiry.
- (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' Safety and Compensation Commission, 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) attending a course in civil defense training including Canadian Ranger exercises, training and missions.
- (c) The public service leave described in Clause 21.02(b) will be either with or without pay depending on the following circumstances:
  - (i) where the employee receives an honorarium for the public service that is equal to or greater than the daily rate of pay, public service leave is granted without pay;

- (ii) where the employee is entitled to an honorarium which is less than the daily rate of pay, public service leave will be granted with pay, but the employee must relinquish the entitlement to any honorarium;
- (iii) where an honorarium is not received, leave is granted with full pay.

### 21.03 **Injury on Duty Leave**

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 that they are unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of their employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment;

if the employee agrees to pay the Government of Nunavut any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or their agent has paid the premium.

### 21.04 **Maternity Leave**

- (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of their pregnancy and, subject to Section (ii) of this Clause, shall, twelve (12) weeks before the expected date of the termination of their pregnancy be granted leave without pay for a period ending not later than seventeen (17) weeks after the date of the termination of their pregnancy. The employee may apply to Compensation and Benefits Division, Department of Finance and they shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.
- (ii) The Employer may:
  - a. upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of their pregnancy;
  - b. grant maternity leave without pay to an employee to commence earlier than twelve (12) weeks before the expected termination of their pregnancy;
  - c. where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

- (b) (i) After completion of 6 months continuous employment, an employee who provides the Employer with proof that they have applied for and is in receipt of unemployment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance.
  - (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
    - a. that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
    - b. that they will return to work on the date of the expiry of their maternity leave, unless this date is modified with the Employer's consent.
  - (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that they are indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, except in the case of a subsequent maternity leave without pay during this six (6) month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay. Where an employee takes a subsequent maternity leave without pay, and does not work for this entire six (6) month period, any amount of the six (6) month period which is not worked will be added to the period which the Employee is required to work, according to Clause 21.04(b)(ii), after the subsequent maternity leave without pay.
  - (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of their return, from maternity or adoption leave without the consent of the employee, the Employer and the Union.
- (c) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (i) For the first week, a payment equivalent to 93% of their weekly rate of pay. For up to a maximum of an additional sixteen (16) weeks, payments equivalent to the difference between the unemployment insurance benefits they are eligible to receive and 93% of their weekly rate of pay;
  - (ii)
    - a. for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the maternity leave.
    - b. for a part-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (iii) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- (iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 21.04(c)(i), the payments shall be adjusted accordingly.
- (d) Further, when a pregnant employee produces a statement from their physician that their working condition may be detrimental to their health or that of the fetus, the Employer will either change those working conditions where that is reasonable within their operational requirements or allow the employee to take leave of absence without pay for the duration of their pregnancy.

#### **21.05 Emergency Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances. Such leave will not be unreasonably denied.

#### **21.06 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care or custody of their newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, or the employee has commenced a customary adoption, they shall be granted parental leave without pay for one of the following periods:
  - (i) a single period of up to thirty-five (35) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
  - (ii) a single period of up to sixty-one (61) consecutive weeks if they are entitled to receive, and have opted for, the Extended Parental Benefits available under the Canada *Employment Insurance Act*. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the date the child comes into the employee's care and custody.
- (b) An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, or customary adoption, the employee shall notify the employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed. For the purposes of customary adoption, proof of guardianship must be provided by the local child welfare authority.
- (c) Leave granted under Clause 21.06(a) shall be counted for the calculation of "continuous employment" and "continuous service."

- (d) After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that they have applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance.
- (e) An applicant under Clause 21.06(d) shall sign an agreement with the Employer providing:
  - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
  - (ii) that they will return to work on the date of the expiry of their parental leave without pay unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work in accordance with the provisions of Clause 21.06(e), except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that they are indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, except in the case of a subsequent parental leave without pay during this six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months they have returned to work. Where an employee takes a subsequent parental leave without pay, and does not work for this entire six (6) month period, any amount of the six (6) month period which is not worked will be added to the period which the Employee is required to work, according to Clause 21.06(e), after the subsequent parental leave without pay.
- (g) For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to one of the following:
  - (i) 93% of the employee's weekly rate of pay for the first week, and for an additional thirteen (13) weeks payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay provided the employee is entitled to receive, and has opted for, the Standard Parental Benefit under the Canada *Employment Insurance Act*; or
  - (ii) 71% of the employee's weekly rate of pay for the first week, and for an additional sixteen (16) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 71% of the employee's weekly rate of pay provided the employee is eligible to receive, and has opted for, the Extended Parental Benefit under the Canada *Employment Insurance Act*.
- (h) For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to one of the following:
  - (i) the difference between the employment insurance benefit they are eligible to receive and 93% of the employee's weekly rate of pay for a period of fourteen (14) weeks, provided the employee is eligible to receive, and has opted for, the Standard Parental Benefit under the Canada *Employment Insurance Act*.

- (ii) the difference between the employment insurance benefit they are eligible to receive and 71% of the employee's weekly rate of pay for a period of seventeen (17) weeks, provided the employee is eligible to receive, and has opted for, the Extended Parental Benefit under the Canada *Employment Insurance Act*.
- (i) For a full-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (j) For a part-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the prorated weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- (k) Employees shall have no vested right to payments under this Clause 21.06 except to payments during the period of unemployment as specified in this Clause.
- (l) For an employee couple, both of whom are employed by the Employer, the combined period of maternity leave and shared parental leave without pay shall be one of the following:
  - (i) a period, in conjunction with maternity leave, not exceeding a total of fifty-two (52) weeks; or
  - (ii) a period, in conjunction with maternity leave, not exceeding a total of seventy-eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.
- (m) Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave. The combined period of maternity and parental leaves without pay shall be one of the following:
  - (i) a period not exceeding a total of fifty-two (52) weeks; or
  - (ii) a period not exceeding a total of seventy-eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.
- (n) When parental leave is taken by an employee couple, both of whom are employed by the Employer, the parental leave allowance payments for both employees combined and the parental leave periods for both employees combined shall be one of the following:
  - (i) parental leave allowance payments not exceeding a total of fourteen (14) weeks for both employees combined, and parental leave without pay taken by an employee couple not exceeding a total of thirty-five (35) weeks provided the employee couple is entitled to receive, and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*.

- (o) Once an employee has chosen either the Standard Parental Leave Benefit or the Extended Parental Leave Benefit under the Canada Employment Insurance Act, this choice cannot be revoked or changed. In the case of an employee couple, both employees must choose the same option under the Canada *Employment Insurance Act*.

#### **21.07 Leave Without Pay for Relocation of Spouse**

- (a) The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an indeterminate employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the indeterminate employee's headquarters area. If the indeterminate employee does not obtain another position within the one (1) year period, the indeterminate employee shall cease to be an employee at the end of approved period of leave without pay.
- (b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave, which is for a period of more than three (3) months, shall not be counted for pay increment purposes.

#### **21.08 Inuit Qaujimajatuqangit Leave**

Subject to operational requirements, leave with pay may be granted on very short notice, to a maximum of three (3) days per year to an employee in order to engage in Inuit cultural pursuits, including but not limited to traditional hunting, fishing or harvesting. Such leave shall not be unreasonably withheld.

#### **21.09 Compassionate Care Leave**

- (a) Compassionate Care leave provides employees the opportunity to balance their work and family life by taking reasonable unpaid leave for certain reasons.
- (b) Indeterminate employees are entitled to Compassionate Care leave – a leave of absence from employment up to eight (8) weeks without pay to provide care or support to a family member.

#### **Definitions**

- (c) "Family member" in relation to an employee means:
  - (i) A spouse or common-law partner of the employee;
  - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a spouse or common-law partner of the parent;
  - (iv) Any other person who is a member of a class of persons prescribed for the purposes of this definition ("family member" in accordance with the Employment Insurance Act.
- (d) "Qualified Medical Practitioner" means a person entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the Family Member is provided.

## **Application of Leave**

- (e) Employees will be required to provide a medical certificate from a qualified medical practitioner supporting the leave period request. A certificate from another medical practitioner, such as a nurse practitioner, will be acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- (f) The medical certificate will confirm that the member of the family is gravely ill with a significant risk of death within 26 weeks (6 months) and that the care of one or more family members is required to:
  - (i) provide for psychological comfort or emotional support;
  - (ii) arrange for care provided by a third party provider (e.g. a health care professional); or
  - (iii) directly provide or participate in the care.
- (g) Employees requesting Compassionate Care leave will be required to complete a Compassionate Care leave form coordinated by the Employer and provide confirmation that they qualify for Employment Insurance benefits along with a medical certificate from a qualified medical practitioner supporting the leave period request.
- (h) An employee shall notify the Employer, in writing, of the commencement date of the leave.
- (i) Compassionate Care leave without pay not exceeding more than eight (8) weeks may be shared by two or more employees of the same family working for the Employer.
- (j) Any designated paid holiday occurring during the Compassionate Care leave period shall be considered leave without pay.
- (k) An employee approved for Compassionate Care leave will not have their position offered to another employee unless the Employer offers the employee an alternative equivalent position in the community.
- (l) The Employer will not dismiss, suspend, lay-off, demote or discipline an employee because they have applied and been granted Compassionate Care leave of absence.

### **21.10 Family Abuse Leave**

- (a) The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety, and security.
- (c) This leave may be taken as consecutive days, as single days, or as half a day, with request for approval being sought as soon as is reasonably possible.
- (d) This leave will be in addition to existing leave entitlements.

- (e) An Employee shall be entitled to additional unpaid Family Abuse Leave of up to fifteen (15) weeks in a calendar year, to be taken in one continuous period.
- (f) There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.
- (g) All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- (h) An employee shall not be eligible for Family Abuse Leave if the family abuse is committed by the employee.

## **ARTICLE 22 – HOURS OF WORK**

### **22.01 Day Work**

- (a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard 37.5 weekly hours are:
  - (i) The standard daily hours will be seven and one-half (7 ½) consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
  - (ii) The standard yearly hours will be one thousand nine hundred and fifty (1950).
  - (iii) The standard daily hours are exclusive of a minimum half (1/2) hour lunch period scheduled as close as possible to mid-day.
  - (iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.
- (b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty (40) weekly hours are:
  - (i) The standard daily hours will be eight (8) consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.
  - (ii) The standard yearly hours will be two thousand and eighty (2080).
  - (iii) The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
  - (iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.
- (c) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty-two (42) weekly hours are:
  - (i) The standard yearly hours will be two thousand one hundred and eighty-four (2184).
  - (ii) The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
  - (iii) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

## 22.02 **Shift Work**

Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:

- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least fourteen (14) days notice of any change.
- (b) The daily shift hours will be no more than sixteen (16) hours.
- (c) The number of consecutive shift days of work shall be no more than seven (7) days.
- (d) The number of consecutive days of rest between shifts shall be no less than two (2) days.
- (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
- (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 15.01(a) by the daily shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clauses 15.05(a) and (b); and

The following provisions of Article 15 shall not apply to employees covered by Clause 22.02:

15.01(a), 15.02, 15.03, 15.04, 15.05(c).

## 22.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

- (a) The Employer shall:
  - (i) avoid excessive fluctuations in hours of work; and
  - (ii) post a schedule no less than fourteen (14) calendar days in advance to run for at least twenty-eight (28) calendar days.
- (b) The Employer shall make every reasonable effort to:
  - (i) give employees every second Saturday and Sunday off, ensuring a minimum of forty-eight (48) consecutive hours off duty;
  - (ii) schedule at least two (2) consecutive days off; and
  - (iii) not schedule more than one (1) shift in any twenty-four (24) hour period.
- (c) When an employee works two (2) shifts in any calendar day:
  - (i) one of the shifts shall be deemed overtime; and
  - (ii) except in an emergency an employee may not work more than two (2) consecutive shifts.

- (d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this Clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

22.07 **Flexible Hours**

At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 20:00. This is subject to operational requirements.

22.08 **Compressed Work Week**

At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

- (a) Over a period of twenty-eight (28) calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours.
- (b) The Employer's agreement will be granted only where operational requirements continue to be met.
- (c) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.
- (d) A schedule of hours of work for the compressed workweek will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this Collective Agreement.
- (e) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.
- (f) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.

## **22.09 Employee Scheduled Work**

- (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.
- (b) Where these employees work more than the standard hours of work over a period of twenty eight (28) calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
- (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the employer. They must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of fifteen (15) times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than fifteen (15) times the standard daily hours of work 7.5 or 8. There shall be no carry over of those hours from one fiscal year to the next.
- (e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
- (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 15.
- (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of fourteen (14) days notice.

## **22.10 General Rules**

Employees are entitled to one fifteen (15) minute paid rest period in every period of four (4) or three and a half (3.5) consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.

## **22.11 Mandatory Rest Periods**

- (a) If an employee is scheduled to have an unpaid meal period during the Employee's regularly scheduled work day, and the Employee is approved by the Employer to work during some or all of the Employee's unpaid meal period, the employee shall be given the time not taken later in the Employee's regularly scheduled work day. If this is not possible, the employee will be paid at the applicable overtime rate for the time not taken. An application for overtime that was not pre-approved due to operational requirements shall not be unreasonably denied.
- (b) An employee who:
  - (i) is recalled back to a place of work for a specified duty under Article 26 (Call-Back Pay); or
  - (ii) is required to return to work while on standby under Article 28 (Standby Pay); or

- (iii) is directed to report for work under Article 25 (Reporting Pay); or
  - (iv) works overtime contiguous to the employee's regularly scheduled shift, shall have a minimum of an eight (8) hours of uninterrupted rest period before reporting for any regularly scheduled work day or shift without loss of regular earnings.
- (c) When the eight (8) hour rest period extends into the next regularly scheduled shift, the employee shall work their seven and a half (7.5) or twelve (12) hour shift starting at the end of the rest period, provided that useful work in the employee's position can be performed in a safe manner for the entire shift, including safely returning home. Where it is not possible to perform useful work in the employee's position for the entire shift in a safe manner, the employee will not be expected to remain at work and will be compensated for the entire shift.

Overtime rates will not apply to this regular shift. This Clause does not apply to an employee whose shift in a different position begins before the end of the rest period.

- (d) Notwithstanding Clause 22.11(b), employees required to work during off duty hours under Clause 28.02 (Telephone and Electronic Consultation) shall not be entitled to the prescribed rest period outlined in Clause 22.11(b) unless the Electronic Call-Back is for a period greater than one (1) hour.
- (e) With regard to Telephone and Electronic Consultation (Clause 28.02) for a period of less than one (1) hour, extenuating circumstances may arise wherein employees may be entitled to the prescribed rest period outlined in Clause 22.11(b), should the nature or frequency of the phone call(s), email(s), or other electronic means be deemed necessary by the Employer.
- (f) The employee in the above situations shall make all reasonable attempts to advise their supervisor of the fact that the employee will not be reporting for duty at the scheduled time.
- (g) Notwithstanding Clause 22.11(b), due to emergencies or legislative requirements, where an employee cannot be provided with eight (8) consecutive hours of rest, the employee shall be paid at two times (2X) the employee's base salary for all hours worked during what would have been the eight (8) hour rest period, provided the employer has requested the work.
- (h) No employee shall be scheduled more than sixteen (16) consecutive hours, except under exceptional conditions such as emergencies, severe weather events or due to legislative requirements. Where an employee is required to work beyond sixteen (16) consecutive hours without eight (8) consecutive hours of rest in accordance with 22.11(b), the employee shall be paid at two-and-a-half times (2.5X) the employee's base salary for all hours worked beyond sixteen (16) consecutive hours and shall then be provided eight (8) consecutive hours of rest.

## **ARTICLE 23 - OVERTIME**

- 23.01 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by them subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated communities, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;
  - (b) the employee does not control the duration of the overtime work.
- 23.02 Employees shall record starting and finishing times of overtime on a form determined by the employer.
- 23.03
  - (a) The Employer shall make every reasonable effort to offer overtime opportunities equitably to qualified employees within the operational unit, on a rotating basis starting with the qualified employee with the most continuous service and thereafter in descending order of continuous service, in accordance with the following:
    - (i) First, to indeterminate and term employees in the operational unit;
    - (ii) Second, to casual employees in the operational unit;
    - (iii) Third, to qualified employees outside the operational unit who are readily available;
    - (iv) Fourth, to agency staff.
  - (b) The employer shall make every reasonable effort to give employees who are required to work overtime reasonable advanced notice of this requirement
  - (c) An employee may, for cause, refuse to work overtime, providing they place their refusal in writing.
  - (d) Notwithstanding the permission granted by the Employer to engage in business or employment outside their regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 23.04
  - (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in 23.04(b).
  - (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 (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) 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.

- (c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed their last regular shift, and
- (d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

- 23.05 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the employee hours of work.
- 23.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with the Duty Travel Article (Article 41).
- 23.07 Employees will submit requests for payment of overtime within four (4) pay periods of the pay period in which the overtime was worked. Employees shall not be denied approved requests for payment of overtime that are submitted after these four (4) pay periods.

## **ARTICLE 24 – PAY**

- 24.01 Employees are entitled to be paid for services rendered for the job evaluation and position to which they are appointed at the pay rates specified in the appendices attached.
- 24.02 (a) Employees shall be paid on a bi-weekly basis with paydays being every second Friday.
- (i) In the event there is a delay in paying new or transferred employees, the Employer will assist those employees by providing advances or by other appropriate means.
  - (ii) Employees who reside in communities, which have a chartered bank, will have their cheques delivered through direct deposit to the bank of their choice in Nunavut or elsewhere in Canada.
- Employees who have direct deposit will have their pay stubs delivered to them in sealed envelopes, or if the employee chooses, electronically.
- (b) Employees who reside in communities which do not have a chartered bank have the choice of having their cheques:
- (i) delivered to them in sealed envelopes; or
  - (ii) deposited through direct deposit to the bank of their choice in Canada.
- (c) Employees who under Clause 24.02 (a) or (b) receive their pay by direct deposit shall receive any of the following funds that they may be entitled to under this agreement by way of direct deposit:
- (i) travel advances;
  - (ii) travel claims;
  - (iii) food and transportation assistance;

- (iv) reimbursement for allowable expenses;
  - (v) reimbursement for professional dues;
  - (vi) fees and tuition
- (d) (i) Where an employee has received more than their 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 their 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.

- (ii) When deductions are made, the employer shall provide an itemized statement identifying the type and amount of each deduction.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay shall receive such remuneration in the four (4) weeks following the day the employee submits the appropriate form.

#### 24.04 **Acting Pay**

When a term or indeterminate employee is required by the Employer to perform the duties of a higher bargaining unit job evaluation position on an acting basis, they shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher job evaluation level for the period in which they act. The Employer shall provide the Employee with a written request to assume acting duties in advance of the Employee performing those duties.

When a term or indeterminate employee is required by the Employer to perform the duties of a non-bargaining unit position on an acting basis the employee will be given clear notice that they will be treated as an excluded employee governed by the Excluded Employee or Managers Handbook. The Employer will provide the employee full details of the employee's salary and benefit entitlement while in the acting position.

Neither casual nor relief employees shall perform the duties of a higher bargaining unit job evaluation position or a non-bargaining unit position on an acting basis.

#### 24.05 **Salary Increases**

- (a) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed. This payment shall be accompanied by a statement, which accounts for all aspects of the payment.

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

- (a) If the appointment constitutes a promotion as defined in Clause 2.01(cc) 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.
- (b)
  - (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than their former rate of pay; or
  - (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than their present rate of pay, the employee shall be paid at the maximum rate of the new position to which they agree to be transferred.
- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

24.07 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

- 24.08
- (a) Notwithstanding the provisions of Clause 24.01 when the pay range of an encumbered position is re-evaluated downwards, the current incumbent of the position will be paid at the pay range of the position prior to it being re-evaluated downwards as long as they occupy the position. They will be entitled to all annual increments and economic wage increases for that same pay range, as long as they occupy the position.
  - (b) This Clause applies only to employees who become present incumbents of positions reevaluated after January 1, 1979. Where an employee is being paid as the present incumbent of a position in a holding range and they unreasonably refuse a transfer or training which would put them in a position at, or above the level of the position before it was reevaluated, or which would place them in a position nearer to the level established for the position before it was re-evaluated, they shall cease to be paid in the holding range. Instead they shall be paid in the range of rates applicable to the re-evaluated position, which is nearest to the rate they were being paid in the holding range.
  - (c) Where an employee who is subject to Clause 24.08(b) accepts a transfer or training that would put them in a position nearer to the position before it was re-evaluated, they shall continue to be paid in the holding range.
  - (d) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was re-evaluated downwards.

#### 24.09 **Performance Increments**

- (a) An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until they reach the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee.

- (b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (c) Pay increments shall be granted on the anniversary date of the employee's most recent appointment to the Public Service. However, the provisions of Clause 24.06 will apply where appropriate.
- (d) Where the Deputy Head intends to recommend withholding a pay increment from an employee, the employee's immediate manager shall, at least three (3) weeks or earlier before the due date for the pay increment to the employee, give the employee notice in writing of their intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.
- (e) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to them, a pay increment may become due to them six (6) months after the month they would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month they would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

#### **24.10 Application of Salary Review Date**

- (a) The salary review date of an employee who is promoted shall be the anniversary date of the employee's most recent appointment to the Public Service.
- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
- (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
- (d) Where the job evaluation of a position is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled any retroactive benefits that might accrue.

- 24.11 (a) Where a position is re-evaluated the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.
- (b) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.

#### 24.12 **Trainer's Allowance**

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

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

#### 24.13 **Inuktit Language Allowance**

Based on the Government of Nunavut's goal of making the Inuktit language the working languages of the public service, employees who demonstrate proficiency in and use the Inuktit Language in the workplace will be paid an allowance based on their proficiency level. The allowance shall be paid in accordance with the following:

(a) **Level One**

Employees who speak an Inuktit language shall be paid an Inuktit Language Allowance of \$2,000 per year, paid biweekly.

(b) **Level Two**

Employees who additionally read and write as well as speak an Inuktit language shall be paid an Inuktit Language Allowance of \$3,000 per year, paid biweekly.

(c) **Level Three**

Employees who possess an expert level of skill in an Inuktit language and have a professional working ability in advancing the Inuktit languages as the working languages of the public service, including employees who are assigned duties of translation and interpretation in their job descriptions, shall be paid an Inuktit Language Allowance of \$6,000 per year, paid biweekly.

(d) The language proficiency of GN employees will be assessed through an Inuktit Language test. Inuktit Language proficiency assessment results will be required as proof of language proficiency at all levels. The administrator of such test shall be a person who is fluent in the dialect of the language being tested.

(e) An employee who requests that a test be administered to qualify for the allowance shall be given such test within six (6) months of the request. Should the test not be administered in such period of time, the employee shall be paid the allowance until such test can be administered.

**24.14 Inuktitut Language Training**

- (a) The Employer shall make Inuktitut languages training available to all employees. Time spent in such training shall be considered regular hours worked.

**24.15 Bilingual Allowance**

- (a) Employees who are required by the Employer to use two or more of the official languages of Nunavut in the performance of their jobs shall be paid a Bilingual allowance of \$1,500 per year, paid biweekly but in no case shall an employee be paid the allowance under both Clause 24.13 ((a), (b) or (c)), and this Clause.
- (b) An employee may be required to demonstrate proficiency in the language that is not their first language. Should the Employer require language testing, it shall be administered within six (6) months of the hiring or transfer of the employee to the position. Should the test not be administered in such period of time, the Employee shall be paid the allowance until such test can be administered.

**ARTICLE 25 – REPORTING PAY**

- 25.01 (a) If an employee reports to work for their regularly scheduled shift and there is a change in their shift assignment, they shall be entitled to four (4) hours of work. When no work is available they shall receive compensation to four (4) hours pay at the straight time rate.
- (b) If an employee reports to work on their regularly scheduled shift and there is insufficient work available, they are entitled to four (4) hours of work. When no work is available they shall receive compensation to four (4) hours pay at the straight time rate.
- (c) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, they shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, they shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- (d) If an employee is directed to report for work outside of their regularly scheduled hours, they shall be paid the greater of:
  - (i) compensation at the appropriate overtime rate; or
  - (ii) compensation equivalent to four (4) hours pay at the straight time rate.

**ARTICLE 26 – CALL BACK PAY**

- 26.01 "Call Back" means calling of an employee to duty after they have reported off duty and before they are next scheduled for work. Employees designated for standby duty under Article 28 shall not be eligible for call back.
- 26.02 When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or

- (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.03 (a) When an employee reports to work overtime for which they have been recalled under the conditions described in Clause 26.02 and is required to use transportation services other than normal public transportation service, they shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of ten dollars (\$10.00).
- (b) Where the employee uses their personal motor vehicle, they shall be paid the appropriate distance rate specified in Article 41.
- 26.04 (a) The Employer shall make every reasonable effort to offer call back opportunities equitably to qualified employees within the operational unit, on a rotating basis starting with the qualified employee with the most continuous service and thereafter in descending order of continuous service, in accordance with the following:
  - (i) First, to indeterminate and term employees in the operational unit.
  - (ii) Second, to casual employees in the operational unit.
  - (iii) Third, to qualified employees outside the operational unit who are readily available.
  - (iv) Fourth, to agency staff.

## **ARTICLE 27 – SHIFT PREMIUMS**

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 08:00 to 17:00, shall be paid a shift premium as follows:
    - (a) 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) 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 Employees shall receive an additional premium of 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.
  - 27.03 Employees will submit requests for payment of shift premiums within four (4) pay periods of the pay period in which the shift premium was worked. Employees shall not be denied approved requests for payment of shift premium that are submitted after these four (4) pay periods.

## **ARTICLE 28 – STANDBY PAY**

- 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 forty dollars (\$40.00) for each eight (8) consecutive hours or portion thereof that they are on standby, except on their days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, they shall be paid fifty dollars (\$50.00).

- (b) An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.

### **Standby (except for telephone or electronic communications)**

- (d) 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.
- (e) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

### **28.02 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) their 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 call or electronic communication.

- 28.03 When an employee on standby is required to report for work, they shall be reimbursed transportation costs as follows:

- (a) Actual cost of commercial transportation each way not to exceed ten dollars (\$10.00) without the production of a receipt;

- (b) Where they use their privately owned motorized vehicle, the appropriate distance rate specified in Article 41.

28.04 Subject to operational requirements and where there is cause, employees may refuse to be on standby during off-duty hours.

28.05 The Employer shall make every reasonable effort to offer standby pay opportunities equitably to qualified employees within the operational unit, in accordance with the following:

- (a) First, to indeterminate and term employees in the operational unit.
- (b) Second, to casual employees in the operational unit.
- (c) Third, to qualified employees outside the operational unit who are readily available.
- (d) Fourth, to agency staff.

## **ARTICLE 29 – TECHNOLOGICAL CHANGE**

29.01 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operation. Where technological change is to be implemented, the Employer will seek ways and means to minimize adverse effects on employees, which might result from such changes.

29.02 Technological change means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

29.03 **Notice**

When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

29.04 **Union-Management Meetings on Changes**

Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.

29.05 **Commitment**

The Employer shall make every reasonable effort to continue employment of employees who would otherwise become redundant because of technological change.

29.06 **Training**

Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.

**ARTICLE 30 - SEVERANCE PAY**

30.01 The payment of severance pay under Articles 30 and 31 is subject to partial repayment if the employee is subsequently re-employed by the Employer within ninety (90) days. The partial repayment will equal the amount of severance received, less the amount of earnings had the employee remained continuously employed.

30.02 **Lay-Off**

An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.

30.03 An employee who is laid-off following the signing of this Agreement, may request one of the following options:

- (a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365. The lay-off can request this payment be made bi-weekly to extend employment or in annual installments. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed sixty-five (65) weeks of pay.
  - (ii) The Employer may waive the requirement to work the three (3) month notice period or portion thereof and provide thirteen (13) weeks pay, or appropriate portion thereof in lieu:
    - a. when the Employer determines the lay-offs work should be discontinued. The lay-off shall be provided priority-staffing status for three months.
    - b. when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three (3) month priority staffing status;
- or;
- (b) (i) Severance Priority - The lay-off shall receive severance pay of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week of pay for each succeeding complete year of continuous employment. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed twenty-eight (28) weeks of pay.

(ii) The lay-off shall be provided priority staffing for one (1) year from the last day of the lay-off notice period. Where a lay-off accepts an appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus three (3) months. At no time will the length of the priority status be less than one (1) year.

(iii) The Employer may waive the requirement to work the three (3) month notice period or portion thereof and provide thirteen (13) weeks pay, or appropriate portion thereof in lieu:

a. when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority-staffing status for three (3) months.

b. when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three (3) month priority staffing status;

or;

(c) Retraining - The lay-off shall, during the three (3) month notice period be eligible for this option if:

(i) the lay-off has three (3) years of continuous service;

(ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and

(iii) the employee and the Employer agree that the retraining can be completed within twelve (12) consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university. Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which they were retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

(d) Education Assistance - The lay-off may be eligible to apply for this option if:

(i) the lay-off has three (3) years of continuous employment.

(ii) the proposed program of study relates to positions within the Government.

(iii) the lay-off provides proof of acceptance in an educational program.

The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to twelve (12) months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than twelve (12) months to permit the lay-off to attend two (2) consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

30.04 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365.

30.05 In the case of a term employee who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

30.06 **Resignation, Retirement and Death**

Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Clauses 32.05, 32.06 and 32.08 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment. Employees shall be entitled to receive a copy of these Articles upon request.

30.07 **Termination For Health Reasons**

This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing their duties because of chronically poor health; and when such occurs:

- (a) the employee shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed years of their continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied

by the calendar days of continuous employment in the year prior termination, divided by 365.

- (b) when employment is terminated under this Clause the employee shall have the right to waive their entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

30.08 **Dismissal, Abandonment of Position**

An employee who is dismissed for cause from the Public Service or who has been declared to have abandoned their position shall not be entitled to severance pay.

### 30.09 Voluntary Separation

In the case of an employee terminated under Voluntary Separation or Refusal of Transfer the employee is entitled to severance as follows:

| <b>Complete Years of Continuous Service</b> | <b>Weeks of Pay at Regular Rate of Pay</b> |
|---------------------------------------------|--------------------------------------------|
| 1                                           | 15                                         |
| 2                                           | 16                                         |
| 3-4                                         | 17                                         |
| 5-6                                         | 18                                         |
| 7-8                                         | 19                                         |
| 9-10                                        | 22                                         |
| 11-12                                       | 25                                         |
| 13-14                                       | 28                                         |
| 15 plus                                     | 30                                         |

### ARTICLE 31 – LAY-OFF

- 31.01 (a) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. In the matter of layoff the Employer and the Union recognize the necessity and fairness of the application of certain principles in the following order of importance with the first being the most important:
- (i) Indeterminate employees shall have priority over term employees in all decisions respecting layoff
  - (ii) Amongst indeterminate employees, the seniority then merit principle will apply which means that length of service will govern who will be laid off and, when two employees of equal seniority face being laid off, merit will be the deciding factor.
- (b) In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.
- (c) Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by the Staffing Appeals Committee constituted under the Staffing Appeals Regulations. The Committee shall have the authority described in the Staffing Appeals Guidelines, in addition, the Committee shall:
- (i) Where it finds that the job offer was reasonable, dismiss the appeal; or
  - (ii) Where it finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period; or
  - (iii) Where it finds the employee was given priority status, dismiss the appeal; or

- (iv) Where it finds the employee was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the employee's priority status.

Findings of the Staffing Appeals Committee shall be final and binding to all parties.

Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

- 31.02 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:
- (a) each such employee and the Union shall be given three (3) months lay-off notice in writing of the effective date of their lay-off;
  - (b) every employee shall be entitled to options in accordance with the provisions in Article 30;
  - (c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required;
  - (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
  - (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Clause 2.01(s) and will receive severance in accordance with either Clause 30.06 or 30.07;
  - (f) employees who accept a lower level position shall continue for a period of one (1) year, to receive the salary and negotiated pay increases they were receiving or would receive had they not been served with lay-off notice or laid off.

## **ARTICLE 32 – STATEMENT OF DUTIES**

- 32.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which they are assigned.
- 32.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of their position's job evaluation level and point rating allotted by factor, where applicable.
- 32.03 Where an employee has been requested to perform duties that they believe to be outside their job description, they may file a grievance. Before the employee file a grievance the employee is encouraged to discuss the situation with their supervisor.

## **ARTICLE 33 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### **33.01 Performance Review**

The purpose of performance reviews is to assess an employee's performance over the past year, and to address both Employer and employee expectations for the future. It provides an opportunity for both the Employer and employee to review the past year's accomplishments and to establish measurable goals for the following year. Further, it encourages open discussion of individual achievement in the context of career development, employer goals and priorities.

- (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate only that its contents have been read and understood.
- (b) An employee has the right to make written comments to be attached to the formal review and may use the grievance procedure in Article 35 to correct any factual inaccuracies in their performance review.
- (c) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and every effort shall be made to develop the career potential of the employee through in service training, retraining or any other facets of career development which may be available.
- (d) Prior to the formal review, the employee shall be given:
  - (i) an explanation of the process which will be used for the review; and,
  - (ii) any forms and written documents which provide instructions to the person conducting the review.

### **Personnel File**

- 33.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter. The Employer shall keep only one (1) Personnel file for each employee.
- 33.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after twelve (12) months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 33.04 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.

## **ARTICLE 34 – JOB EVALUATION**

- 34.01 The parties agree that the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned.

- 34.02 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.03 Should the Employer create a new position, it shall inform the Union within 20 days of the classification and rate of pay assigned to the position.
- 34.04 Upon request an employee shall be provided a copy of a complete and current Statement of Duties for their position together with the point rating and the rationale supporting the point rating assigned.
- 34.05 An employee who believes that their position has been improperly evaluated may file an appeal under Clause 34.06. The employee is encouraged to discuss the evaluation of their position with their supervisor or a representative of management who is knowledgeable in the job evaluation system prior to filing an appeal.
- 34.06 A classification appeal shall be filed with the Deputy Head of the employee's Department. Within ten (10) days of receiving the classification appeal, the Deputy Head shall refer the Appeal to the Department responsible for the *Public Service Act*, who will contact the Union within twenty-one (21) days to initiate the appointment of a Job Evaluation Appeal Board.
- 34.07 (a) The Job Evaluation Appeal Board shall consist of a chairperson or chairpersons chosen by the Employer and the Union. Each chairperson must be knowledgeable of the method of job evaluation and the program within Nunavut. Only one chairperson shall sit on any Appeal.
- (b) The Union and the Employer may mutually agree to dismiss a chairperson of the Job Evaluation Appeal Board on thirty (30) days written notice.
- (c) If the Employer and the Union are unable to select a chairperson, the issue of the selection of a chairperson may be submitted by either party to arbitration under the terms prescribed in Article 35 of the Agreement.
- (d) The Job Evaluation Appeal Board shall meet within sixty (60) working days of appointment, or such longer period as the parties may agree. The Board may sit in Iqaluit or another location in Nunavut deemed appropriate by the Board under the circumstances.
- (e) The employee and the Employer shall each be represented by a single representative before the Job Evaluation Appeal Board. The Board shall give the employee and the Employer an opportunity to be heard and explain the reasons for the appeal.
- (f) The Job Evaluation Appeal Board shall issue a decision on the proper classification of the appealed position within thirty (30) days of the conclusion of the hearing. The Board will provide written reasons for the decision.
- (g) The Job Evaluation Appeal Board shall have no jurisdiction to amend or otherwise modify the Job Evaluation System.

- (h) The decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as significant change to the duties and responsibilities of the position has occurred.

34.08 The Union and the Employer shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson(s) of the Job Evaluation Appeal Board.

34.09 An employee may withdraw their appeal at any time during the process described in this Article.

34.10 All timelines may be extended by mutual agreement.

### **ARTICLE 35 – ADJUSTMENT OF DISPUTES**

35.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:

- (i) By the interpretation or application of:

- a. a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
- b. a provision of this Collective Agreement or Arbitral Award.

- (ii) Disciplinary action resulting in demotion, suspension, or a financial penalty.

- (iii) Dismissal from the Public Service.

- (iv) Letters of discipline placed on personnel file.

(b) The procedure for the final resolution of the grievances listed in (a)(i) above is as follows:

- (i) Where the grievance is one which arises in circumstances outlined in (a)(i)(a) or in (iv), the final level of resolution is to the Minister responsible for the *Public Service Act*.
- (ii) Where the grievance is one which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.
- (iii) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.

### **35.02 Pre-grievance Meeting**

- (a) The parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer so that problems may be resolved without recourse to a formal grievance
- (b) Before filing a grievance under Clause 35.08, an employee seeking to grieve a matter referred to in Clause 35.01, with the exception of discipline or discharge, may raise the matter with their Supervisor. A meeting will be convened between the employee, who may be represented by the Union, and the supervisor. It is agreed and understood that the supervisor may be a member of the bargaining unit and that this will not serve as a reason for the Employer to seek the removal of the supervisor from the bargaining unit. The supervisor may be assisted at the meeting by Employee Relations.
- (c) The meeting will take place within fourteen (14) calendar days-of the matter being raised, unless otherwise agreed by the Union and the Employer.
- (d) The employee and the supervisor will attempt to resolve the matter and if unsuccessful, the Union may file a grievance under Clause 35.08. It is understood that if the employee's supervisor is unable to attend the meeting within the fourteen (14) calendar day period, another supervisor shall attend in their place.

### **35.03 Types of Grievances**

- (a) An Individual employee, who has a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, including discipline, can bring forward the grievance as per Clause 35.01 and may be assisted and/or represented by the Union. at any level.
- (b) Grievors in a Group Grievance must have the approval of and be represented by the Union. The Union will define the group of employees on whose behalf the grievance has been submitted. It is understood that the Union will not present a series of Individual grievances in preference to defining a group of employees and submitting a Group Grievance.
- (c) At any time, the Union may bring forward a Policy grievance on behalf of an individual or the Union concerning the interpretation of the Collective Agreement.

**35.04** An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to their immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee with a receipt stating the date on which the grievance was received by them.

**35.05** An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 35.08 not later than thirty (30) calendar days after the date on which they are notified orally or in writing or on which they first become aware of the action or circumstances giving rise to the grievance.

However, where an employee has participated in a Pre-grievance meeting, the deadline for filing the grievance may be extended by the length of the Pre-grievance process.

- 35.06 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.
- 35.07 No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee or group of employees to abandon their grievance or refrain from exercising their right to present a grievance as provided in the Collective Agreement.
- 35.08 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) Initial Level (First Level of Management)
    - (i) A problem-solving meeting in which the individual employee has the right of representation from the Union, and the manager has the right of consultation with the Employee Relations Division.
    - (ii) The Employer shall reply to an individual employee's grievance at Level 1 of the grievance procedure, within fourteen (14) calendar days after the grievance is referred. If the matter is not resolved at Level 1, it may be referred to the Final Level within fourteen (14) calendar days.
  - (b) Final Level (Deputy Head)
    - (i) A meeting shall be held within thirty (30) calendar days of the grievance being referred, at which the Deputy Minister, or designate, has the right of consultation with the Employee Relations Division, and in which they shall hear the individual employee, who has the right of representation from the Union.
    - (ii) The Deputy Minister or their designate shall provide their written reasoned decision, within thirty (30) calendar days of the meeting.
- 35.09 **Group Grievance**
- (a) Level 1-First Level of Management
    - (i) A problem-solving meeting in which the group of employees shall be represented by the Union and in which the manager may be advised by the Employee Relations Division.
    - (ii) When a group of employees has requested a meeting in relation to a grievance at Level 1, the problem-solving meeting shall be held within thirty (30) calendar days of the Employer's receipt of the grievance. If the matter is not resolved at Level 1, it may be referred to the Final Level within thirty (30) calendar days.

(b) Final Level - Deputy Minister

- (i) A meeting that shall be held within thirty (30) calendar days of the grievance being referred and at which the group of employees shall be represented by the Union and at which the Deputy Minister may be advised by the Employee Relations Division. The Deputy Minister or their designate shall provide their written reasoned decision within thirty (30) calendar days.

**35.10 Policy Grievance**

(a) Process for Grievances under Clause 35.08(b)

- (i) Policy grievances shall be presented by the Union in the first instance to the Employee Relations Division for investigation not later than sixty calendar (60) days after the date on which the Union was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance. Any such grievances not resolved in that investigation shall be heard at a meeting with the Deputy Minister of Human Resources within a further sixty (60) calendar days of the presentation of the grievance for investigation.
- (ii) When the Deputy Minister of Human Resources or their designate has heard such a grievance they shall provide their written reasoned decision within thirty (30) calendar days.

- 35.11
- (a) Discussions and resolutions shall not be considered precedent setting to the Collective Agreement or the grievance process.
  - (b) There shall be full disclosure by the Parties of all facts and consideration pertinent to the grievance at each stage and level of the grievance process.
  - (c) If the grievance concerns the application of the Collective Agreement, the employee must be represented by the Union.

**Suspension and Discharge**

- 35.12
- Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised, in writing, twenty-four (24) hours in advance of the meeting. The employee will be provided with an overview of the circumstances giving rise to the meeting and of the employee's right to have a representative of the Union at the meeting. The employee will be notified that they will be given an opportunity to provide a response to all matters discussed at the meeting.
- At the employee's request, the meeting will be postponed for a maximum of three (3) working days.

- 35.13 No employee shall be dismissed without first being given notice in writing together with the reasons for the dismissal. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.

#### **General Rules**

- 35.14 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 35.15 The Union shall have the right to consult with the Employee Relations Division of the department responsible for the *Public Service Act*, with respect to a grievance at each or any level of the grievance procedure.
- 35.16 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 35.17 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.
- 35.18 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 35.19 An employee may, by written notice to the Deputy Head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, their withdrawal has the endorsement, in writing, of the Union.
- 35.20 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 35.21 Any remedy resulting from a negotiated resolution or mediated settlement shall be implemented within thirty (30) calendar days.
- 35.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 35.23 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

## Arbitration

- 35.24 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of their desire to submit the difference or allegation to arbitration under the *Public Service Act*.
- 35.25 (a) The parties agree that arbitration referred to in Clause 35.24 shall be by a single arbitrator, mutually agreed upon by representatives of the parties .
- (c) If the parties are unable to agree upon an arbitrator, either party may, within a thirty (30) day period, after either party declares an impasse in the appointment process, apply to The Nunavut Court of Justice to appoint an arbitrator using the following procedure:
- (i) the parties will exchange lists, each consisting of three arbitrators who have not been previously rejected by the other party and who have availability within six (6) months;
  - (ii) each party will then have the right to veto one (1) of the arbitrators from the other party's list;
  - (iii) the Nunavut Court of Justice will then select a single arbitrator from the remaining arbitrators on the two lists.
- 35.26 (a) The arbitrator has all of the powers granted to arbitrators under Section 12 of the *Arbitration Act* in addition to any powers which are contained in this Agreement. An arbitrator in a discipline case has the power to rescind, alter or amend the disciplinary decision, including the ability to reinstate the grievor with full or partial compensation for lost wages, or the ability to award compensation in discipline or other alleged violations of the Collective Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by them and copies thereof shall be transmitted to the parties to the dispute.
- 35.27 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 35.28 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 35.29 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.

35.30 Where an employee files a grievance against their dismissal from the Public Service, the provisions of Clause 35.24 apply.

35.31 In addition to the powers granted to arbitrators under Section 12 of the *Arbitration Act* the arbitrator may determine that the employee has been dismissed for other than proper cause and they may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as they consider fair and reasonable having regard to the terms of this Agreement.

### 35.32 **Expedited Arbitration**

As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

### 35.33 **Optional Cultural Community Support**

- (a) In recognition of the respect for and value of the wisdom and experience of Elders and/ or other respected members of the Inuit community, grievors may request such community members to act in a supportive, confidential capacity throughout the grievance process. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Inuit community.
- (b) At any stage of the grievance procedure prior to arbitration, an employee may have an Inuit Elder attend as a support person.
- (c) The Elder, may make non-binding recommendations to the parties with the intent to resolve the dispute.
- (d) The Employer shall provide interpretation and translation services on request.

## **ARTICLE 36 - CONTRACTING OUT**

36.01 No employee shall be laid off as the result of the contracting out of bargaining unit work.

36.02 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.

## **ARTICLE 37 – SUPERANNUATION AND BENEFITS**

- 37.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all members of the Bargaining Unit.
- 37.02 The Employer will, as a matter of practice, pursue waivers to superannuation benefits arising from termination of employment due to lay-off.
- 37.03 The Employer agrees to continue the past practice with respect to participation in a health care plan unless there is mutual agreement between the parties to change the practice or the plan.
- 37.04 The Employer shall provide, at no cost to the employees, the Nunavut Employees Union Dental Plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement:
- (a) Deductibles per benefit year to decrease to as follows:
    - (i) For single coverage, fifteen dollars (\$15.00) per benefit year.
    - (ii) For family coverage, thirty dollars (\$30.00) per benefit year.
  - (b) Periodontic reimbursement to 60%.
  - (c) “Major Dental Services” category reimbursement to increase to 60%.
  - (d) Annual maximum reimbursement (excluding orthodontic services) is two thousand dollars (\$2000) per benefit year.
- 37.05 The health care and dental plans, including the benefit levels, shall be maintained during the life of the Collective Agreement unless there is agreement between the Employer and the Union to amend them. The Employer shall advise the Union at least thirty (30) days in advance if any changes to the health care or dental plans, or to the providers of the plans, are contemplated.

## **ARTICLE 38 - SAFETY AND HEALTH**

- 38.01 The Employer shall make reasonable provision for the safety and health of all its employees during their hours of employment;
- (a) Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Employer.
  - (b) It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
  - (c) All standards established under the *Safety Act* and Regulations there under shall constitute minimum acceptable practice.
- 38.02 (a) The Employer and the Union agree to establish Safety and Health Committees. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
- (ii) have been selected by the Union.

(b) The following provisions will apply to the Safety and Health Committees:

(i) Powers of Committee

A Safety and Health Committee:

- a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- b. shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- c. shall co-operate with any occupational health service established to serve the work place;
- d. may establish and promote safety and health programs for the education of the employees represented by the Committee;
- e. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- f. may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g. shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- h. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- i. shall co-operate with safety officers appointed pursuant to the *Safety Act*;
- j. may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- k. shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.
- l. may make recommendations to the Employer on monitoring and developing of prevention strategies or procedures to reduce the risk of staff abuse.

(ii) **Records**

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection 38.02(b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on their request.

- (iii) **Meetings of Committee**

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.
- (iv) **Payment of Wages**

A member of a Safety and Health Committee is entitled to such time from their work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of their functions as a member of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.
- (v) **Limitation of Liability**

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by them in good faith under the purported authority of this section or any regulations made under this section.
- (vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by them in a conspicuous place or places where they are likely to come to the attention of their employees.
- (d) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.
- (e) The following provisions will apply to the Safety and Health representatives:
  - (i) **Powers of Representative**

A Safety and Health representative:

    - a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;
    - b. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
    - c. shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;
    - d. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
    - e. may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
    - f. shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.
  - (ii) **Payment of Wages**

A Safety and Health representative is entitled to such time from their work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out their functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.

(iii) **Limitation of Liability**

No Safety and Health representative is personally liable for anything done or omitted to be done by them in good faith under the purported authority of this section.

(iv) **Posting of Name and Work Location**

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of their employees, the name and work location of the Safety and Health representative appointed for the work place controlled by them.

**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 the Employer in keeping with *HR Policy 1011* of the *Human Resources Manual*, has ordered government offices closed due to adverse weather conditions.

**38.04 Right to Refuse Dangerous Work**

An employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

- (a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy them otherwise or until the Chief Safety Officer or their representative has investigated the matter and advised them otherwise.
- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

**38.05** The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

**38.06 Medical Examination**

Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.

**38.07** Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

**38.08** Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

**38.09 Transportation of Injured Workers**

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to their home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

**38.10 Workplace Hazardous Materials Information Systems**

The Employer shall provide MSDS data sheets in each work area which identify in writing presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure. These MSDS sheets shall be available to employees in each work area.

**38.11 Video Display Terminals**

Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a ten (10) minute break away from the VDTs after each hour of continuous operation.

**38.12 Safe Transportation**

Where transportation is available, the Employer shall provide safe transportation to and from the workplace when an Employee is required to report or remain at work due to road closures.

**ARTICLE 39 - NUNAVUT NORTHERN ALLOWANCE**

**39.01** Nunavut Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.

(a) Subject to 39.03, the Allowance will be paid bi-weekly as set out in Clause 24.02.

- (b) The allowance for casual, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950, 2080 or 2184).
- (c) No allowance will be paid for overtime.

39.02 The Annual rates for Nunavut Northern Allowance are as follows. There will be overall increase of 2% effective January 1, 2026, followed by 3% effective January, 2027

| Communities        | Northern Allowance | Effective Jan 1, 2026 (+2%) | Effective Jan 1, 2027 (+3%) |
|--------------------|--------------------|-----------------------------|-----------------------------|
| Arviat             | \$ 22,178          | \$ 22,622                   | \$ 23,300                   |
| Baker Lake         | \$ 24,381          | \$ 24,869                   | \$ 25,615                   |
| Chesterfield Inlet | \$ 23,516          | \$ 23,986                   | \$ 24,706                   |
| Coral Harbour      | \$ 24,747          | \$ 25,242                   | \$ 25,999                   |
| Rankin Inlet       | \$ 18,517          | \$ 18,887                   | \$ 19,454                   |
| Nauyasat           | \$ 24,317          | \$ 24,803                   | \$ 25,547                   |
| Whale Cove         | \$ 21,564          | \$ 21,995                   | \$ 22,655                   |
| Arctic Bay         | \$ 29,922          | \$ 30,520                   | \$ 31,436                   |
| Kinngait           | \$ 24,192          | \$ 24,676                   | \$ 25,416                   |
| Clyde River        | \$ 28,169          | \$ 28,732                   | \$ 29,594                   |
| Grise Fiord        | \$ 43,588          | \$ 44,460                   | \$ 45,794                   |
| Sanirajak          | \$ 25,453          | \$ 25,962                   | \$ 26,741                   |
| Igloolik           | \$ 26,437          | \$ 26,966                   | \$ 27,775                   |
| Iqaluit            | \$ 16,008          | \$ 16,328                   | \$ 16,818                   |
| Kimmirut           | \$ 23,047          | \$ 23,508                   | \$ 24,213                   |
| Pangnirtung        | \$ 24,054          | \$ 24,535                   | \$ 25,271                   |
| Pond Inlet         | \$ 28,577          | \$ 29,149                   | \$ 30,023                   |
| Qikiqtarjuaq       | \$ 25,143          | \$ 25,646                   | \$ 26,415                   |
| Resolute Bay       | \$ 33,043          | \$ 33,704                   | \$ 34,715                   |
| Sanikiluaq         | \$ 23,673          | \$ 24,146                   | \$ 24,871                   |
| Cambridge Bay      | \$ 20,891          | \$ 21,309                   | \$ 21,948                   |
| Gjoa Haven         | \$ 26,345          | \$ 26,872                   | \$ 27,678                   |
| Kugaaruk           | \$ 27,465          | \$ 28,014                   | \$ 28,855                   |
| Kugluktuk          | \$ 22,042          | \$ 22,483                   | \$ 23,157                   |
| Taloyoak           | \$ 30,424          | \$ 31,032                   | \$ 31,963                   |

- 39.03 Indeterminate employees have the option to receive the Nunavut Northern Allowance payment in one lump sum, payable on March 31 after it has been earned. Employees who wish to receive Nunavut Northern Allowance in this manner must notify the Employer prior to March 15 of the previous year. For example, an employee who wishes to receive the Nunavut Northern Allowance as a lump sum payment on March 31, 2008, must notify the Employer of their desire to do so by March 15, 2007.
- 39.04 If an employee chooses the lump sum option in Clause 39.03 and terminates employment prior to March 31, they shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.
- 39.05 Employees who are hired after April 1, and choose the lump sum option in Clause 39.03 shall, on March 31, receive the Nunavut Northern Allowance on a prorated basis from the date of hire until March 31.

## **ARTICLE 40 - RELOCATION**

### **40.01 Introduction**

- (a) The Employer will provide financial relocation assistance to employees and their dependants on initial recruitment, relocation or termination of employment.
- (b) Financial assistance will be provided for shipment of furniture and/or personal effects, long-term storage arrangements and personal travel expenses.

### **40.02 Application**

This Article applies to all employees of the bargaining unit except casual employees. There will only be one entitlement per household.

### **40.03 Eligibility**

Employees are only eligible for relocation assistance if their community of employment, at the time of recruitment or termination, is different from their point of recruitment.

### **40.04 Definitions**

- (a) Length of service is continuous service (as defined in Clause 2.01(e)) with the Employer.
- (b) A year of service is a twelve-month period from the date of initial appointment.
- (c) An employee without dependants for the purposes of this Article, is an employee with whom no dependants (as defined in Clause 2.01(j)) reside in the same residence. An employee with dependants, for the purposes of this Article is an employee who has dependants (as defined in Clause 2.01(j)) residing in the same residence.
- (d) “Furnished Accommodation” means Employer designated accommodation, furnished by the Employer or furnished accommodation arranged by the employee.
- (e) “Unfurnished Accommodation” means Employer designated accommodation, unfurnished by the Employer or unfurnished accommodation arranged by the employee.
- (f) “Moving Company” is defined as the company contracted to move an employee’s personal effects.
- (g) “Storage Company” is defined as the company contracted to provide long-term storage services.
- (h) “Relocation Coordinator” is the Employer’s officer designated to administer relocations.
- (i) Relocation Assistance provides an employee with financial assistance in the form of one lump sum payment, to assist them in coordinating and arranging for their final move.
- (j) “Excess Baggage” means baggage an employee is expected to bring on their person at the time relocation to their community of employment.

#### **40.05 Initial Hire or Relocation Guidelines**

- (a) The Relocation Coordinator is responsible for the coordination of all relocation arrangements. There will be no reimbursement for any relocation made without the prior approval of the Relocation Coordinator.
- (b) Upon initial hire, for all appointments of less than one (1) year in duration, only furnished accommodation will be provided through the Employer, if available.
- (c) Upon initial hire, for all appointments of greater than one (1) year in duration, furnished and unfurnished accommodation will be made available as determined by the Employer.
- (d) Any GN employee in Nunavut who relocates to another community in Nunavut for reasons of continued employment with the Employer will, in addition to the standard relocation entitlement for relocation of initial hires, be entitled to relocate all-terrain vehicles, snowmobiles, and foodstuffs to the new community of employment.
- (e) Travel advances may be awarded, but shall not exceed the estimated amount of the employee's entitlement under this Article.
- (f) Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner.

#### **40.06 Travel**

- (a) Transportation of the employee and dependants will be by the most economical means from the point of recruitment.
- (b) Employees shall be deemed to be on duty travel for time in transit. Employees shall be compensated for travel at regular salary for the time in transit, to a maximum of three (3) days.

#### **40.07 Accommodation**

- (a) Compensation will be provided for commercial accommodation for the employee, or the employee and their dependants, while in direct travel status to the place of employment, for a maximum of three days at the most economical rates.
- (b) At destination, compensation for interim commercial lodgings will be provided for the employee, or the employee and their dependants, while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation, for up to twenty-one (21) days. Interim accommodation at a private home in Nunavut will be compensated for at seventy five dollars (\$75.00) per day for the employee, with an additional five dollars (\$5.00) per day for each dependant. Interim accommodation at a private home outside of Nunavut will be compensated for at fifty dollars (\$50.00) per day for the employee, with an additional five dollars (\$5.00) per day for each dependant.
- (c) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

#### 40.08 **Meals and Incidentals**

- (a) Expenses for meals and incidentals will be provided for the employee and their spouse, plus an amount equal to one-half the full rate for other dependants while on travel status;
  - (i) en route to the new employment location, for a maximum of three days;
  - (ii) for any eligible period of interim accommodation; and
- (b) while awaiting the arrival of necessary furniture and/or necessary effects, and/or the availability of accommodation; in accordance with entitlements under Article 41, for up to twenty-one (21) days. For the purposes of this Article, necessary furniture and necessary effects are limited solely to the following items:

|            |                                                                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Effects:   | Linens<br>Towels<br>Pillows<br>Shower curtains<br>Toiletries<br>Appropriate clothing<br>Kitchenware (i.e. dishes, utensils, pots and pans, etc.) |
| Furniture: | Bed<br>Table<br>Chairs                                                                                                                           |

- (c) Employees must demonstrate that efforts were made to include necessary effects in their excess baggage in order to qualify for the meals and incidentals entitlement contained in Clause 40.08(b).
- (d) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

#### 40.09 **Cancellation of Rental Agreement**

Indeterminate employees will be entitled, both on initial and subsequent moves, to the cost of breaking rental agreements or leases for residential accommodation up to a maximum amount equal to three months' rent.

#### 40.10 **Duplicate Costs**

- (a) For any indeterminate employee who has accepted employment with the Employer, and who has been paying for both their old and new places of residence, duplicate costs will be reimbursed up to a maximum of three (3) months, for the lesser amount of:
  - (i) the monthly mortgage payment on the old residence; or
  - (ii) the monthly rental/mortgage payment on the new residence.

#### 40.11 Real Estate Costs

An indeterminate employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Employer may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.

#### 40.12 Food and Transportation Assistance

Indeterminate employees who are newly appointed or transferred for the first time to one of the communities listed below will be given a recoverable allowance, up to a maximum of five thousand dollars (\$5,000.00) per household.

|              |                    |            |
|--------------|--------------------|------------|
| Arctic Bay   | Arviat             | Gjoa Haven |
| Cape Dorset  | Baker Lake         | Kugaaruk   |
| Clyde River  | Chesterfield Inlet | Taloyoak   |
| Grise Fiord  | Coral Harbour      | Kugluktuk  |
| Hall Beach   | Whale Cove         |            |
| Igloodik     | Naujaat            |            |
| Kimmirut     |                    |            |
| Nanisivik    |                    |            |
| Pangnirtung  |                    |            |
| Pond Inlet   |                    |            |
| Qikiqtarjuaq |                    |            |
| Resolute Bay |                    |            |
| Sanikiluaq   |                    |            |

#### 40.13 Repayment

- (a) Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment with the Employer or twelve (12) months, whichever is less.
- (b) An indeterminate employee may have only one food and transportation allowance at any time. If an employee has an allowance and is appointed or transferred for the first time to another community listed in 40.12, they shall not be entitled to receive a new allowance until the existing allowance is fully recovered as provided in Clause 40.13(a).

#### 40.14 Incidental Expenses

- (a) For all employees claiming expenses under this Article, the following reimbursements will apply upon presentation of receipts:
  - (i) long distance phone calls or faxes associated with the move;
  - (ii) an award of two hundred and fifty (\$250.00) to an employee moving into unfurnished accommodation;
  - (iii) an award of one hundred and twenty-five (\$125.00) to an employee moving into furnished accommodation;

- (iv) temporary storage of effects pending availability of accommodation when preauthorized by the Employer; and/or (v) taxi fares related to the move.

#### 40.15 **Personal Effects and Weight Allotments**

- (a) Excess baggage to a maximum of six (6) pieces not more than 32kg (70 lbs.) each for the employee and two (2) pieces not more than 32kg (70 lbs.) each for each dependant where:
  - (i) effects are moved separately by a slower method of transportation; and
  - (ii) no other expenses are paid for the movement of these effects.
- (b) The following maximum weight entitlements apply for all appointments of less than one year in duration. When available, only furnished accommodation will be made available with the additional option of long-term storage provisions (see Table A-1)
- (c) For all appointments of one year or more in duration, furnished or unfurnished accommodation will be made available.
- (d) For all appointments of one year or more in duration, moving to furnished accommodation, the following maximum weight entitlements apply: (see Table A-2)
- (e) For all appointments of one year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Table A-3)
- (f) 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 the department responsible for the *Public Service Act*, or designate.

#### 40.16 **Long Term Storage Provisions**

- (a) An employee who leases furnished accommodations will be provided with long-term storage benefits for the length of their appointment, or three years, whichever is less.
- (b) Any employee of the Employer who relocates to a new community or accepts a change in appointment to indeterminate status with the Employer, and continues to lease furnished accommodations will be entitled to a renewal of the long-term storage benefit provision, for the length of their new appointment or three years, whichever is less.
- (c) An employee of the Employer, who moves to unfurnished accommodations in a new community and is presently in receipt of long-term storage benefits, will be entitled to the relocation of their effects out of storage and to their new accommodation at the Employer's expense, subject to the maximum amounts set out in this Article.
- (d) Early termination of term appointments, or resignation will result in the cancellation of long-term storage agreements.
- (e) Extensions of the maximum, three-year, long-term storage provision will only be considered for exceptional reasons and must be approved by the Deputy Head.

- (f) The employee will be responsible for payment of insurance costs for long-term storage provisions.
- (g) Any costs associated with the relocation of furniture and effects from long-term storage will be the employee's responsibility.
- (h) The Relocation Coordinator will provide the storage company and the employee with a written notice, thirty (30) days in advance of the expiry of a long-term storage contract.
- (i) Furniture and effects designated for long-term storage will form part of the employee's total allowable weight allotments. The maximum weight the employee will be entitled to put into storage at the Employer's cost will be their maximum allowable weight entitlement, as defined in Tables A-1, A-2 and A-3, less any weight shipped to the new work location.

#### 40.17 **Procedures**

- (a) The Relocation Coordinator will discuss the election for long-term storage arrangements with the employee, at the same time arrangements for the employee's move are being made.
- (b) The Relocation Coordinator will calculate and advise the employee of the maximum weight they are eligible to put into storage at the Employer's expense.
- (c) The Relocation Coordinator will advise the moving company of the requirement for storage and the maximum weight entitlements, and will record the information on the Relocation Estimate and Authorization Form, when the arrangements are being made to move the employee's effects.
- (d) The Relocation Coordinator will create a reminder record for forty-five (45) days before the Employer's responsibility for the employee's storage contract will end.
- (e) The Relocation Coordinator will advise the moving company that the Employer will pay the costs for storage of the effects for the employee's allowable entitlement period, and that the employee is responsible for insuring the goods in storage. This information is also recorded on the Relocation Estimate and Authorization Form.
- (f) Written notices will be sent to employees who are in receipt of long-term storage benefits in April of each year, advising of:
  - (i) the monthly cost of long-term storage; and
  - (ii) the time remaining for which the Employer will pay storage costs.
- (g) At the end of the storage contract, the employee will have two options:
  - (i) remove the goods from the storage company: or
  - (ii) negotiate a new, independent storage contract with the storage company.
- (h) Should an employee relocate to another community for reasons of a new appointment with the Employer, or to an indeterminate appointment with the Employer, and into furnished accommodation, the Relocation Coordinator will authorize the storage company to continue billing the Employer for the length of their appointment, or three years, whichever is less.

- (i) Should an employee relocate to another community for reasons of a new appointment with the Employer, or relocation of employment with the Employer, and into unfurnished accommodation, the Relocation Coordinator will authorize the movement of effects from storage to the new residence, subject to the maximum amounts set out in this Article. The moving company will be informed on the Relocation Estimate and Authorization form.
- (j) The Relocation Coordinator will maintain copies of all correspondence and invoices related to long-term storage in the employee's relocation/storage file.
- (k) The Relocation Coordinator will pay all invoices for storage of the employee's effects. Each time an invoice is paid, the Relocation Coordinator will verify the expiry date of the employee's long-term storage contract.

#### **40.18 Relocation on Termination**

Relocation on termination assistance provides employees who terminate their employment with the Employer with financial relocation assistance to move themselves and their dependants, if applicable, and their effects, from their community of residence.

#### **40.19 Indeterminate Employees**

- (a) On termination, an indeterminate employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns their own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- (b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-4.

#### **40.20 Term Employees**

- (a) On termination, a term employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns their own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- (b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-5.

#### **40.21 Guidelines**

- (a) To be eligible for this assistance, an employee who terminates employment with the Employer must certify their intention to leave their community of employment at the time of resignation.
- (b) An employee who is dismissed, rejected on probation, or declared to have abandoned their position is not eligible for relocation assistance.
- (c) The estate of a deceased employee is eligible for 100% relocation allowance, depending upon the employee's accommodation, number of dependants and employee status. The cost of shipping the body will also be reimbursed by the Employer, and will be in addition to the deceased employee's allowance entitlement.

- (d) Any employee who does not provide required notice of their employment will have their resignation accepted “with prejudice”, and therefore will not be entitled to any relocation allowance on termination.
- (e) Reimbursement provided to an employee will be to assist them in their relocations.
- (f) An employee who receives relocation assistance from any other source will not be eligible for relocation assistance in accordance with this Article.

#### 40.22 **Procedures**

- (a) Upon inquiry by the employee, the Relocation Coordinator will provide information on relocation entitlements.
- (b) Employees are to be advised that their relocation will be reduced by any monies owed to the Employer that cannot be recovered from their final pay.
- (c) Before any relocation allowance is paid, the employee must provide the Relocation Coordinator with authorization for relocation approved by the employee’s Deputy Head.
- (d) In addition, before any relocation allowance is paid, the Relocation Coordinator will check with the Department of Finance to confirm there are no outstanding monies owed to the Employer, that cannot be collected from the employee’s final pay.
- (e) The Relocation Coordinator will check for any effects that may be in long-term storage at the Employer’s expense. Should any effects be in long-term storage, the Relocation Coordinator will advise both the employee and the storage company that the Employer’s responsibility will end 30 days after the employee’s termination date. The employee will be responsible for moving the effects out of storage.
- (f) Lump sum payments will be in the form of a cheque from the Employer, which will be consistent with an employee’s employment status, dependant status, and the terms of this Article.
- (g) The employee will be responsible for making all moving and travel arrangements and for paying for their move.
- (h) The employee will be responsible for providing required notices to terminate leased accommodation to both the Relocation Coordinator and the appropriate landlord or property administrator of their accommodation.
- (i) The Relocation Coordinator will ensure that copies of all relevant documents are placed in the employee’s relocation file.

**Table A-1**

**Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees**

**Appointed for Periods of Less Than One Year Furnished Accommodation**

| <b>Family Status</b> | <b>Accommodation Status</b> | <b>Eligible Weight</b>                                                                     |
|----------------------|-----------------------------|--------------------------------------------------------------------------------------------|
| Without Dependants   | Furnished only              | 56.7 kgs (125 lbs.) per month of service contracted, to maximum of 680.4 kgs (1,500 lbs.)  |
| With Dependants      | Furnished only              | 151.5 kgs (334 lbs.) per month of service contracted, to maximum of 1,814 kgs (4,000 lbs.) |

**Table A-2**

**Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees**

**Appointed for Periods of One Year or More Furnished Accommodation**

| <b>Family Status</b> | <b>Accommodation Status</b> | <b>Eligible Weight</b>   |
|----------------------|-----------------------------|--------------------------|
| Without Dependants   | Furnished only              | 680.4 kgs (1,500 lbs.)   |
| With Dependants      | Furnished only              | 1,814.4 kgs (4,000 lbs.) |

**Table A-3**

**Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees**

**Appointed for Periods of One Year or More Unfurnished Accommodation**

| <b>Family Status</b>         | <b>Accommodation Status</b> | <b>Eligible Weight</b>   |
|------------------------------|-----------------------------|--------------------------|
| Without Dependants           | Unfurnished                 | 1,814.4 kgs (4,000 lbs.) |
| With one Dependant           | Unfurnished                 | 2,721.6 kgs (6,000 lbs.) |
| With two Dependants          | Unfurnished                 | 3,175.2 kgs (7,000 lbs.) |
| With three Dependants        | Unfurnished                 | 3,628.8 kgs (8,000 lbs.) |
| With four or more Dependants | Unfurnished                 | 4,082.4 kgs (9,000 lbs.) |

**Table A-4**  
**Relocation Out Reimbursement Schedule, Maximum Relocation Allowance**

**Indeterminate Employees**  
**Unfurnished and Furnished Accommodation**

| <b>Community</b>   | <b>Unfurnished<br/>Without<br/>Dependants</b> | <b>Unfurnished<br/>With<br/>Dependants</b> | <b>Furnished<br/>Without<br/>Dependants</b> | <b>Furnished<br/>With<br/>Dependants</b> |
|--------------------|-----------------------------------------------|--------------------------------------------|---------------------------------------------|------------------------------------------|
| <b>Qikitani</b>    |                                               |                                            |                                             |                                          |
| Arctic Bay         | \$8,287                                       | \$13,812                                   | \$6,215                                     | \$10,359                                 |
| Qikiqtarjuaq       | \$8,042                                       | \$13,404                                   | \$6,032                                     | \$10,053                                 |
| Cape Dorset        | \$7,729                                       | \$12,882                                   | \$5,797                                     | \$9,662                                  |
| Clyde River        | \$9,058                                       | \$15,096                                   | \$6,793                                     | \$11,322                                 |
| Grise Fiord        | \$10,638                                      | \$17,730                                   | \$7,979                                     | \$13,298                                 |
| Hall Beach         | \$8,233                                       | \$13,722                                   | \$6,175                                     | \$10,292                                 |
| Igloolik           | \$8,233                                       | \$13,722                                   | \$6,175                                     | \$10,292                                 |
| Iqaluit            | \$6,170                                       | \$10,284                                   | \$4,628                                     | \$7,713                                  |
| Kimmirut           | \$6,732                                       | \$11,220                                   | \$5,049                                     | \$8,415                                  |
| Nanisivik          | \$8,078                                       | \$13,464                                   | \$6,059                                     | \$10,098                                 |
| Pangnirtung        | \$7,376                                       | \$12,294                                   | \$5,532                                     | \$9,221                                  |
| Pond Inlet         | \$10,066                                      | \$16,776                                   | \$7,549                                     | \$12,582                                 |
| Resolute Bay       | \$8,338                                       | \$13,896                                   | \$6,253                                     | \$10,422                                 |
| Sanikiluaq         | \$4,979                                       | \$8,298                                    | \$3,734                                     | \$6,224                                  |
| <b>Kivalliq</b>    |                                               |                                            |                                             |                                          |
| Arviat             | \$5,152                                       | \$8,586                                    | \$3,864                                     | \$6,440                                  |
| Baker Lake         | \$7,085                                       | \$11,808                                   | \$5,314                                     | \$8,856                                  |
| Chesterfield Inlet | \$5,994                                       | \$9,990                                    | \$4,496                                     | \$7,493                                  |
| Coral Harbour      | \$7,988                                       | \$13,314                                   | \$5,991                                     | \$9,986                                  |
| Rankin Inlet       | \$5,180                                       | \$8,634                                    | \$3,885                                     | \$6,476                                  |
| Nauyasat           | \$7,988                                       | \$13,314                                   | \$5,991                                     | \$9,986                                  |
| Whale Cove         | \$5,944                                       | \$9,906                                    | \$4,458                                     | \$7,430                                  |
| <b>Kitikmeot</b>   |                                               |                                            |                                             |                                          |
| Cambridge Bay      | \$5,022                                       | \$8,370                                    | \$3,767                                     | \$6,278                                  |
| Gjoa Haven         | \$8,021                                       | \$13,368                                   | \$6,016                                     | \$10,026                                 |
| Kugluktuk          | \$4,964                                       | \$8,274                                    | \$3,723                                     | \$6,206                                  |
| Kugaaruk           | \$8,935                                       | \$14,892                                   | \$6,701                                     | \$11,169                                 |
| Taloyoak           | \$8,554                                       | \$14,256                                   | \$6,415                                     | \$10,692                                 |

**Table A-5**

**Relocation Out Reimbursement Schedule, Maximum Relocation Allowance Term Employees**

**Unfurnished and Furnished Accommodation**

| <b>Community</b>   | <b>Unfurnished<br/>Without<br/>Dependants</b> | <b>Unfurnished<br/>With<br/>Dependants</b> | <b>Furnished<br/>Without<br/>Dependants</b> | <b>Furnished<br/>With<br/>Dependants</b> |
|--------------------|-----------------------------------------------|--------------------------------------------|---------------------------------------------|------------------------------------------|
| <b>Qikiqtani</b>   |                                               |                                            |                                             |                                          |
| Arctic Bay         | \$6,215                                       | \$10,359                                   | \$4,662                                     | \$7,769                                  |
| Qikiqtarjuaq       | \$6,032                                       | \$10,053                                   | \$4,524                                     | \$7,540                                  |
| Cape Dorset        | \$5,797                                       | \$9,662                                    | \$4,348                                     | \$7,247                                  |
| Clyde River        | \$6,793                                       | \$11,322                                   | \$5,095                                     | \$8,492                                  |
| Grise Fiord        | \$7,979                                       | \$13,298                                   | \$5,984                                     | \$9,974                                  |
| Hall Beach         | \$6,175                                       | \$10,292                                   | \$4,631                                     | \$7,719                                  |
| Igloolik           | \$6,175                                       | \$10,292                                   | \$4,631                                     | \$7,719                                  |
| Iqaluit            | \$4,628                                       | \$7,713                                    | \$3,471                                     | \$5,785                                  |
| Kimmirut           | \$5,049                                       | \$8,415                                    | \$3,787                                     | \$6,311                                  |
| Nanisivik          | \$6,059                                       | \$10,098                                   | \$4,544                                     | \$7,574                                  |
| Pangnirtung        | \$5,533                                       | \$9,221                                    | \$4,149                                     | \$6,916                                  |
| Pond Inlet         | \$7,549                                       | \$12,582                                   | \$5,662                                     | \$9,437                                  |
| Resolute Bay       | \$6,253                                       | \$10,422                                   | \$4,690                                     | \$7,817                                  |
| Sanikiluaq         | \$3,734                                       | \$6,224                                    | \$2,801                                     | \$4,668                                  |
| <b>Kivalliq</b>    |                                               |                                            |                                             |                                          |
| Arviat             | \$3,864                                       | \$6,440                                    | \$2,898                                     | \$4,830                                  |
| Baker Lake         | \$5,314                                       | \$8,856                                    | \$3,985                                     | \$6,642                                  |
| Chesterfield Inlet | \$4,496                                       | \$7,493                                    | \$3,373                                     | \$5,620                                  |
| Coral Harbour      | \$5,992                                       | \$9,986                                    | \$4,494                                     | \$7,490                                  |
| Rankin Inlet       | \$3,886                                       | \$6,476                                    | \$2,914                                     | \$4,857                                  |
| Nauyasat           | \$5,992                                       | \$9,986                                    | \$4,494                                     | \$7,490                                  |
| Whale Cove         | \$4,458                                       | \$7,430                                    | \$3,344                                     | \$5,573                                  |
| <b>Kitikmeot</b>   |                                               |                                            |                                             |                                          |
| Cambridge Bay      | \$3,767                                       | \$6,278                                    | \$2,825                                     | \$4,709                                  |
| Gjoa Haven         | \$6,016                                       | \$10,026                                   | \$4,512                                     | \$7,520                                  |
| Kugluktuk          | \$3,724                                       | \$6,206                                    | \$2,793                                     | \$4,655                                  |
| Kugaaruk           | \$6,701                                       | \$11,169                                   | \$5,026                                     | \$8,377                                  |
| Taloyoak           | \$6,415                                       | \$10,692                                   | \$4,811                                     | \$8,019                                  |

**Table A-6**

**Relocation Out Allowance Eligibility Percentage (%) Indeterminate and Term Employees**

| Length of Service             | Entitlement |
|-------------------------------|-------------|
| 1 year or less                | 0%          |
| 2 years and less than 3 years | 0%          |
| 3 years and less than 4 years | 50%         |
| 4 years and less than 5 years | 60%         |
| 5 years and less than 6 years | 70%         |
| 6 years or greater            | 100%        |

**ARTICLE 41 - DUTY TRAVEL**

- 41.01 (a) Where an employee is required and authorized to travel on behalf of the Employer they shall be paid:
- (i) when the travel occurs on a regular workday, as though they were at work for all hours travelled;
  - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (b) For the purpose of this Article, hours travelled includes a one (1) hour (two (2) hours for airports in communities outside of Nunavut and the Northwest Territories) check-in period at airports, bus depots, or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (c) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- (d) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive cash payment at time and one-half (1.5X) their rate of pay or be granted the equivalent leave with pay.
- 41.02 An employee who is required and authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.
- 41.03 **Entitlement**

The entitlements set out hereunder are subject to limitations in Clauses 41.05, 41.07 and 41.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on their claim and justify actual expenses by receipts.

#### 41.04 **Transportation**

The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned motorized vehicle (refer to Clauses 41.11 to 41.15);
- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel;

#### 41.05 **Accommodation**

- (a) Effective date of signing, Commercial Accommodation (Not Exceeding twenty-five (25) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of Nunavut employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (b) Effective date of signing, Accommodation for Periods in Excess of twenty-five (25) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim fifty dollars (\$50.00) for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy five dollars (\$75.00) for each night within Nunavut.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the non-commercial accommodation allowance referred to in Clause 41.05(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

#### 41.06 Meals and Incidental Expenses

- (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding twenty-five (25) calendar days, per diems below will be paid. An employee in travel status for a part day only may claim individual meals and incidentals as applicable.

| <b>Effective October 1, 2025</b> | <b>Canada/ USA</b> | <b>Yukon/ Alaska</b> | <b>NWT</b> | <b>Nunavut</b> |
|----------------------------------|--------------------|----------------------|------------|----------------|
| <b>Breakfast</b>                 | \$29.05            | \$26.40              | \$30.05    | \$35.05        |
| <b>Lunch</b>                     | \$29.60            | \$33.50              | \$35.65    | \$41.60        |
| <b>Dinner</b>                    | \$60.75            | \$78.50              | \$75.05    | \$100.45       |
| <b>Incidentals</b>               | \$17.30            | \$17.30              | \$17.30    | \$17.30        |
| <b>Total per Day</b>             | \$136.70           | \$155.70             | \$159.05   | \$194.40       |

These rates will be adjusted as the Federal rates are changed.

**NOTE:**

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond twenty-five (25) calendar days in one location, the maximum amount claimable for meals shall be reduced to twenty dollars (\$20.00) per day inclusive for all days in excess of twenty-five (25) calendar days.
- (c) An employee may not be treated as "in travel status" if they are appointed to the establishment of one head-quarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one (1) day, the amount claimable shall be on the basis of meals only.

#### 41.07 **Other Expenses**

Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from their home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, they shall be reimbursed for a personal long distance call not to exceed ten (10) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of three dollars (\$3.00) per day for each subsequent day supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed fifty dollars (\$50.00).
- (g) employees may be reimbursed for child care expenses if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred, upon provision of receipts and to a maximum of forty-five dollars (\$45.00) per day per child.

#### 41.08 **Limitations**

Notwithstanding Clause 40.07(f), no item of "other expenses" or transportation in excess of eight dollars (\$8.00) will be reimbursed unless it is supported by a receipt.

#### 41.09 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.;
- (d) subject to Clause 41.07(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

#### 41.10 **Procedure**

- (a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (d) The form will be returned to the claimant along with the cheque for the advance.
- (e) Within ten (10) days of completing the trip, the employee shall submit their claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

#### **Travel by Privately Owned Motorized Vehicle**

- 41.11
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned motorized vehicle for necessary travel on Government business or on removal.
  - (b) The use of a privately owned motorized vehicle shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
  - (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

#### 41.12 **Entitlements**

Subject to Clauses 41.13 and 41.14, the following entitlements are provided:

- (a) where the use of privately owned motorized vehicle is authorized:
  - (i) for the Employer's rather than the individual's convenience - an allowance of 48.5 cents per kilometer for travel within Nunavut and 34.5 cents per kilometer for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of 22.5 cents per kilometer.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel
- (c) other travel expenses where applicable.

#### 41.13 **Limitations**

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private motorized vehicle on Employer business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the employee's motorized vehicle by reason of using it on Employer business;
- (c) the distance allowance for enroute travel shall be calculated:
  - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed,
  - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

41.14 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employer business other than those claimed under the *Workers' Compensation Act*.

#### 41.15 **Procedure**

- (a) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) Upon completion of the trip, the claim shall:
  - (i) be completed by the employee;
  - (ii) be supported by receipts for lodging, etc. (where applicable);
  - (iii) show separately details of:
    - a. enroute kilometrages;
    - b. business kilometrages (if any) in lieu of taxis at destination;
  - (iv) be submitted to the Employer for approval and payment.

#### 41.16 **Headquarters Travel**

The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

#### 41.17 **Entitlement**

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use their normal means of getting to or from work;
- (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

**41.18 Limitations**

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and their place of duty.

- 41.19 Subject to operational requirements approved medical travel and/or annual leave may be scheduled in conjunction with approved duty travel.

**ARTICLE 42 – UNIFORMS AND PROTECTIVE CLOTHING**

- 42.01 Where the Employer determines that an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees

- 42.02 Uniform clothing issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:

- (a) outer clothing worn on duty indoors or outdoors;
- (b) footwear;
- (c) gloves and ties;
- (d) survival suits (Transport Canada approved and Safety of Life at Sea certified).

- 42.03 The purchase of uniform clothing issues will be the responsibility of the Employer.

- 42.04 Uniform clothing issue provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.

- 42.05
- (a) Uniform clothing issue are to be worn only when employees are on duty.
  - (b) The responsibility of maintaining uniform clothing issue clean and in good repair rests with employees.
  - (c) Loss of, or damage through negligence, to uniform clothing issue will result in an assessed charge to the employee.
  - (d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.

- 42.06 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls.

## **ARTICLE 43 – EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE**

### **Education Leave**

- 43.01 The Employer recognizes the importance of having a representative workforce and recognizes the vital role of professional development and education leave in the long-term strategic goal of developing a workforce with expertise to deliver quality public services to Nunavummiut.
- 43.02 The Employer and the Union agree that where there is a shortage of workers at the Government of Nunavut and an under-representation of beneficiaries in accordance with Article 23 of the Nunavut Agreement, education leave is a high priority.
- 43.03 With the prior approval of the Employer, an employee with at least three (3) years of continuous service may be granted education leave where an employee wishes to take full-time post-secondary studies for a predetermined period of time at a recognized university, college, vocational, professional or technical institute that is approved by the Employer or take full-time academic upgrading necessary to qualify the employee to enter post-secondary studies.
- 43.04 The Employer recognizes the usefulness of both short-term education leave (for up to six (6) months in duration), and long-term education leave for a period of up to one (1) year with the possibility of renewal by mutual agreement.
- 43.05 Applications for short-term education leave must normally be submitted to the Employer at least four (4) months prior to the date the program is scheduled to commence. In the case of long-term education leave, applications must be received by the Employer prior to a deadline of February 1<sup>st</sup> for a course scheduled to commence the following September. For courses commencing in the winter or spring term, the deadline for receipt of applications will be September 1<sup>st</sup> of the previous year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer. If the short-term or long-term education leave involves study at an academic or vocational institution, an employee must show proof of acceptance by the institution prior to commencing the leave.
- 43.06 An employee shall be informed in writing within two (2) weeks of submitting the application whether it has been approved or denied. A denial of the request shall include the reasons for the denial.
- 43.07 An employee may appeal a decision to deny a request for education leave to the Deputy Minister, or may file a grievance.

- 43.08 An employee is eligible for basic assistance when they are granted education leave in order to obtain qualifications that are generally relevant to the present or future requirements of employment in the Public Service. Basic assistance does not include allowance in lieu of salary, but will include tuition and travel costs for the employee. Candidates for long-term education leave will also be entitled to one full relocation out and in of the community of employment in accordance with the relocation guidelines in Article 40.
- 43.09 In addition to the basic assistance described in Clause 43.08, an employee on education leave may receive an allowance in lieu of salary in accordance with the following guidelines:
- (a) Where, at the employee's request, the Employer grants short or long-term education leave for the purposes of developing the employee's competencies in the position, the employee will receive an allowance equivalent to not less than fifty per cent (50%) of their base salary. Recognizing that fifty per cent (50%) of salary may prove a financial burden to employees who will be continuing their studies beyond a one (1) year program, a ten per cent (10%) increase will be added to the allowance in lieu of salary in each consecutive year of study, up to a maximum of eighty per cent (80%).
  - (b) Where, at the Employer's request, the employee agrees to undertake necessary retraining or participate in a program of study for the performance of essential work, the employee shall receive an allowance equivalent to 100% of base salary.
- 43.10 Employees who accept Education leave must return to employment with the Government of Nunavut for a period at least equal to the period of Education Leave granted. Government of Nunavut employment during academic breaks is counted towards returned service.
- 43.11 The employee shall repay the Employer all financial assistance paid to them during the education leave or a lesser sum on a pro-rated basis if the employee:
- (a) fails to complete the approved program of studies without justifiable reasons as determined by the Deputy Head;
  - (b) does not resume employment with the Employer except for reasons of death, medical termination or layoff following completion of the program; or,
  - (c) ceases to be employed before termination of the period they have undertaken to serve after completion of the program, except for reasons of death, medical termination or layoff.
- 43.12 On completion of the education leave, the employee shall be returned to their original position in the same community at a basic salary level not lower than the position held immediately prior to the commencement of the leave. In the event that the position has been eliminated or moved to another community, the employee shall be returned to a position that is mutually agreeable both to the employee and Employer but not at a lower rate of pay than the position held immediately prior to the commencement of the leave.

### **Professional Development Leave**

- 43.13 Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering their professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- (a) a course or workshop given by the Employer;
- (b) a course or workshop offered by a recognized institution or instructor;
- (c) a research program carried out in a recognized institution;
- (d) a conference, symposium, seminar, convention or study session in a field related to the employee's work.
- (e) a course or workshop necessary for the employee to achieve or maintain a certification or professional designation relevant and/or related to the same field of their profession at the Government of Nunavut.

43.14 Requests for professional development leave shall not be unreasonably denied.

43.15 Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if they remain in the community of employment during the activity, and on duty travel if it takes place in another community.

43.16 An employee may appeal a decision to deny a request for professional development leave to the Deputy Minister, or may file a grievance.

43.17 Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if they remain in the community of employment during the activity, and on duty travel if it takes place in another community.

43.18 Employees taking professional development shall be reimbursed for all reasonable travel and other expenses incurred by them within two (2) pay cycles of the submission of the reimbursement claim.

43.19 **Examination Leave**

With approval of the Deputy Head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer. Such leave will not be unreasonably withheld.

## **ARTICLE 44 – DEFERRED SALARY LEAVE PLAN**

44.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Public Service and to finance this leave through a deferral of salary in previous years.

44.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.

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

44.04 The individual plan for each participating employee is a six year period consisting of the following:

- (a) (i) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent (20%);
- (ii) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
- (iii) The sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of one year;

or,

- (b) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
  - (i) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
  - (ii) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of six months.

44.05 Participation can begin at any time during the year.

44.06 There is no maximum number of employees allowed to enter the plan.

44.07 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.

44.08 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.

44.09 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the respective Department of Finance, Pay and Benefits Officer at least six (6) weeks prior to the start of salary deferral.

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

44.11 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.

44.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be used to pay the participant during the period of leave.

- (a) The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.
- (b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*.
- (c) A statement of the individual's account will be provided at each anniversary of the plan. Each year T-5's will be produced, showing the taxable income from the funds.

- 44.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- 44.14 Income Tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- 44.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Health Care Plan, superannuation, supplementary death benefit, long term disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- 44.16 Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.
- 44.17 Returning employees will have their salary review date moved in accordance with 24.10(c).
- 44.18 The Employer shall cancel participation in the plan and shall refund, within sixty (60) days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.
- 44.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
- (a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or
  - (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.
- 44.20 Upon withdrawal from the plan the total in the account will be repaid to the employee within sixty (60) days from the notification of withdrawal.

## **ARTICLE 45 – CIVIL LIABILITY**

- 45.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Government through the Deputy Head of their Department of any such notification or legal process;

- (b) The Government shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
- (c) The Government shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Government through the Deputy Head before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of their duty as an employee;
- (d) Upon the employee notifying the Government in accordance with paragraph (a) above, the Government and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## **ARTICLE 46 – PREVENTION OF HARASSMENT, DISCRIMINATION AND VIOLENCE**

- 46.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, mental or physical disability, language, political affiliation, marital status and conviction for which a pardon has been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under the Collective Agreement.
- 46.02 The Employer is committed to promoting a work environment, which is free from sexual and personal harassment. The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer will not tolerate sexual and personal harassment in the workplace.
- 46.03 The Union and the Employer recognize the right of employees to work in an environment free from all forms of workplace harassment, violence and abuse of authority. The Union and Employer agree that workplace harassment, violence and abuse of authority are unacceptable and will not be tolerated in the workplace.

### **Definitions**

- (a) Workplace Harassment: Any behaviour that satisfies one or more of the following definitions, whether on a one-time basis or in a series of incidents:

- (i) **Discrimination:** Conduct that constitutes either Personal Harassment or Sexual Harassment and is based on one or more prohibited grounds of discrimination listed in the Nunavut Human Rights Act. The prohibited grounds set out in the Act are race, colour, creed, religion, sex, sexual orientation, gender and gender identity, age, disability, ancestry, ethnic origin, place of origin, citizenship, marital status, family status, pregnancy, lawful source of income, and a conviction for which a pardon has been granted.
  - (ii) **Personal Harassment:** Conduct that is known or ought reasonably to be known to be unwelcomed including through email and/or social media, that can be reasonably considered to have the purpose or effect of violating an individual's dignity and can reasonably be considered to result in creating an intimidating, hostile, degrading, humiliating or offensive environment. Personal harassment does not have to be based on a prohibited ground of discrimination listed in the *Nunavut Human Rights Act*.
  - (iii) **Sexual Harassment:** Sexual conduct that is known or ought reasonably to be known to be unwelcomed including through email and/or social media, that can be reasonably considered to have the purpose or effect of violating an individual's dignity and can reasonably be considered to result in creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual, whether on a one-time basis or in a series of incidents; or that an individual might reasonably perceive as placing a condition of a sexual nature on their employment or on an opportunity for training or promotion.
- (b) Abuse of authority occurs when an individual uses the power and authority inherent in their position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion. It does not include reasonable action taken by a manager relating to management and direction of an employee.
  - (c) Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of their employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.

46.04 To prevent workplace harassment, abuse of authority and violence in the workplace, harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:

- the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behavior;
- the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
- confidentiality of information.

46.05 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all confidentiality and dispatch.

- 46.06 By mutual agreement, the parties may enter into conflict resolution in an attempt to settle a grievance dealing with harassment, workplace violence or abuse of authority.
- 46.07 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the *Nunavut Safety Act* and any other relevant jurisdictional policies and procedures.
- 46.08 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.
- 46.09 It is further recognized that certain employees, while in the workplace may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public. Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition, the Employer shall:
- (a) provide non-violent crisis intervention training;
  - (b) clearly inform employees of the potential for physical violence or verbal abuse from a client, a person in care or in custody, or a member of the public;
  - (c) make available immediate defusing, critical incident stress debriefing, and/or post-traumatic counseling to employees who have suffered as a result of workplace violence.
- 46.10 The Employer and the Union recognize that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the public service benefiting both the Employer and the employee and are committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the Nunavut Human Rights Act. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

#### **ARTICLE 47 – RESIGNATION**

- 47.01 A term employee may, within forty-eight (48) hours of resigning, withdraw the resignation. The Employer will not process a resignation until this period has elapsed.
- 47.02 An indeterminate employee may, within three (3) working days of resigning (not including the day of resignation) withdraw the resignation. The Employer will not process a resignation until this period has elapsed.

#### **ARTICLE 48 – JOB SHARING**

- 48.01 Job sharing is a voluntary arrangement between the Employer and two employees, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.

- 48.02 At the request of two (2) indeterminate employees, the Employer may agree to allow them to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.
- (a) The employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.
  - (b) The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Employer.
  - (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
  - (d) The provisions for part time employees will apply to each of the job share employees, such that all benefits are prorated except medical transportation assistance, dental and other medical insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.
  - (e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.
  - (f) Where one of the employees wishes to terminate the job share, that employee must give one month's notice of resignation from the Public Service.
  - (g) If one of the employees terminates participation, there shall be a one-month period in which to find a replacement before the job share arrangement is terminated. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full time.
- 48.03 Should one indeterminate employee request a job share, the Employer may advertise to find another indeterminate employee to participate in a job share under Clause 48.02.

#### **ARTICLE 49 – PROFESSIONAL QUALIFICATIONS**

- 49.01 Where an employee's job description requires the employee to obtain and/or maintain a professional designation, the Employer shall reimburse the employee, upon proof of payment, for any dues and/or fees required for that designation.

#### **ARTICLE 50 – CASUAL EMPLOYMENT**

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

- (b) Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of their employment, except as limited by the eligibility provisions of the health care plan, the Superannuation Plan, the long term disability insurance plan, and the dental plan
- (c) Should a grievance be filed in relation to Clause 50.01(b), the parties agree to expedited arbitration.
- (d) Should an employee file a grievance under Clause 50.01(b), the anticipated length of casual employment will not be impacted as a result of the grievance, nor shall their rights under Clause 35.07 be affected.

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

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

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

- (a) Clause 2.01(e) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of Nunavut which has not been broken by more than twenty (20) working days. Provided always that there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.
- (b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:
  - (i) Article 18 – Entire Article except Clause 18.07.
  - (ii) Article 20 – Sick Leave Clauses 20.09 and 20.10.
  - (iii) Article 21 – Other Types of Leave - Clauses 21.04 and 21.06(d) through (k)
  - (iv) Article 31 – Lay-off.
  - (v) Article 33 – Employee Performance Review and Employee Files.
  - (vi) Article 37 – Superannuation and Benefits.
  - (vii) Article 39 – Clause 39.03
  - (viii) Article 44 – Deferred Salary Leave Plan
- (c) The following Article in the Collective Agreement shall apply as follows:
  - (i) Article 15 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

50.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of their employment, and shall be provided a one (1) day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

- 50.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range of the Casual Step set out in Appendix B.

#### **ARTICLE 51 – RELIEF EMPLOYMENT**

- 51.01 The Employer may hire relief employees to do work for the Employer on an as and when needed basis. A relief employee is voluntarily available to perform duties that meet the unforeseen needs of the Employer.
- 51.02 Nothing in this Collective Agreement shall be construed as guaranteeing the relief employee a minimum or a maximum number of hours of work.
- 51.03 The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.
- 51.04 The following Articles and Clauses contained in the Collective Agreement do not apply to relief employees:
- (a) Article 15 – Designated Paid Holidays;
  - (b) Article 18 – Annual Leave;
  - (c) Article 19 – Special Leave Credits;
  - (d) Article 20 – Sick Leave;
  - (e) Article 21 – Other Types of Leave;
  - (f) Article 23.04(b)(iii) banking of lieu time;
  - (g) Article 24, Clauses 24.04 and 24.06 to 24.12, inclusive – Pay;
  - (h) Article 29 – Technological Change;
  - (i) Article 30 – Severance;
  - (j) Article 31 – Lay Off;
  - (k) Article 37.03 and 37.04 – Health and Benefits;
  - (l) Article 39.03 – lump sum payment of Northern Allowance;
  - (m) Article 40 – Relocation;
  - (n) Article 43 – Education and Professional Development Leave; and
  - (o) Article 44 – Deferred Salary Leave Plan.
- 51.05 Relief employees shall be entitled to the benefits of all other provisions of this Collective Agreement with the following modifications:
- (a) On initial hire, a relief employee shall be entitled to be paid on a bi-weekly basis for services rendered at the casual step of the appropriate pay range for the position for which they are providing relief set out in Appendix B.

- (b) Clause 24.09 (a): A relief employee may be granted increases in pay until they reach the maximum of the pay range for the position. Such pay increases are dependent on the employee working regular hours equivalent to the standard yearly hours of work for the position for which they are providing relief.
- (c) MOU #10: Relief employees who are on staff as of December 1 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%.

- 51.06 In lieu of earning the allowance and benefits excluded in Clause 51.04 above, relief employees shall earn a payment in lieu of benefits at the rate of ten (10%) percent of their hourly rate of pay on all regular hours worked, exclusive of overtime or any other premium, paid on a bi-weekly basis. In the third year of continuous service from the date of their initial hire, the payment in lieu of benefits shall increase to twelve (12%) percent; in the tenth year of continuous service the payment in lieu of benefits shall increase to fourteen (14%) percent, in the 15<sup>th</sup> year to sixteen (16%) percent, and in the 21<sup>st</sup> year to eighteen (18%) percent.
- 51.07 If a relief employee has not worked any hours for a period of three (3) consecutive months, their employment shall be deemed to be terminated.

## **ARTICLE 52 - TERM EMPLOYEES**

- 52.01 The Employer may hire term employees for a fixed period in excess of four (4) months. Term employees shall only be hired:
- (a) as leave replacements;
  - (b) in relation to programs of a fixed duration or without on-going funding;
  - (c) in relation to, or in support of, training;
  - (d) where no indeterminate employee is available to fill a vacant indeterminate position; and
  - (e) in unusual circumstances.
- 52.02 If a term employee is hired under Clause 52.01(d) or 52.01(e) the Employer shall advise the Union of the circumstances.
- 52.03 The Employer shall ensure that a series of term employees will not be employed in lieu of establishing a full-time position or filling a vacant position, except pursuant to Clause 52.01(d).
- 52.04 (a) Term employees shall not be entitled to the benefits of Clause 39.03.
- (b) Term employees shall not be entitled to the benefits of Clauses 21.04(b) through (d) and 21.06(d) through (k) unless the term of their contract of employment covers the length of the maternity and/or parental leave and the required return of service.

## **ARTICLE 53 – JOINT CONSULTATION**

- 53.01 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.
- 53.02 The President of the Union (or their designated representative) and up to two (2) other Union representatives and the Deputy Minister of the department responsible for the *Public Service Act* (or their designated official)), 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.
- 53.03 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 the department responsible for the *Public Service Act*, or their designated representatives.
- 53.04 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.
- 53.05 Minutes of the Committee meetings shall be prepared and signed by at least one member of each party.

## **ARTICLE 54 – REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

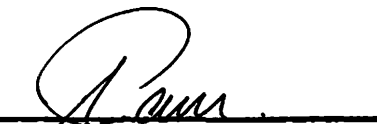
- 54.01 This Agreement may be amended by mutual consent.
- 54.02 **Mutual Discussions**  
The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

## **ARTICLE 55 - DURATION AND RENEWAL**

- 55.01 The term of this Agreement shall be from October 1, 2024 until September 30, 2028.  
The pay schedules 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, unless another date is expressly set out.
- 55.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, shall remain in effect during the negotiations for its renewal.
- 55.03 Either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 55.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, increase or decrease salaries, or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice to bargain was given and while negotiations for its renewal are ongoing.

**SIGNED IN IQUALUIT, NUNAVUT THIS DAY OF May 2026.**

**For the Government of Nunavut:**



**Alma Power**  
**Deputy Minister, Human Resources**  
**Government of Nunavut**



**Jennifer Berry**



**Sandy Kownak**



**Debbie Kamino**



**Jacob Janczur**



**Ibrahim Suleiman**



**Peter Bennett**



**Tracey Moyles**



**Julia MacDonald**



**Cheryl Ramsay**

**Negotiator**

**Government of Nunavut**

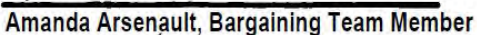
**For the Union:**



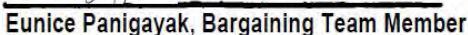
**Josée-Anne Spirito, REVP North**



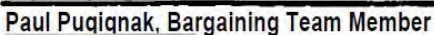
**Jason Rochon, National President, NEU**



**Amanda Arsenault, Bargaining Team Member**



**Eunice Panigayak, Bargaining Team Member**



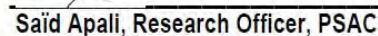
**Paul Puqignak, Bargaining Team Member**



**Marianne Uqayuittuq, Bargaining Team Member**



**Daniel Kinsella, Executive Director, NEU**



**Said Apali, Research Officer, PSAC**



**Darren Pacione, Senior Research Officer, PSAC**



**Gail Lem, Negotiator, PSAC**

## **MEMORANDUM OF AGREEMENT (1)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **GROUP INSURANCE**

The Government of Nunavut agrees to provide, as an employee benefit, a group insurance policy, which provides its employees with an indemnity for accidental death and dismemberment.

#### **ELIGIBILITY:**

All persons employed in the Public Service of Nunavut are eligible to receive this benefit.

#### **ENTITLEMENTS:**

The policy provides a principal sum of one hundred seventy-five thousand dollars (\$175,000).

In the event that any of the following losses are sustained solely through accidental means, the following benefits will be paid, provided that the loss occurs within three hundred and sixty-five days after the date of the accident.

|                                      |             |
|--------------------------------------|-------------|
| Life                                 | 100 percent |
| Both Hands                           | 100 percent |
| Both Feet                            | 100 percent |
| Entire Sight of Both Eyes            | 100 percent |
| Speech and Hearing                   | 100 percent |
| Quadriplegia                         | 100 percent |
| One Hand and One Foot                | 100 percent |
| One Hand and Entire Sight of One Eye | 100 percent |
| One Foot and Entire Sight of One Eye | 100 percent |
| Paraplegia                           | 75 percent  |
| One Arm                              | 75 percent  |
| One Leg                              | 75 percent  |
| Speech or Hearing                    | 50 percent  |
| Hemiplegia                           | 50 percent  |
| One Hand                             | 50 percent  |
| One Foot                             | 50 percent  |
| Entire Sight of One Eye              | 50 percent  |
| Thumb and Index Finger               | 25 percent  |

## **PREMIUMS:**

This benefit is provided at no cost to employees.

## **CONDITIONS:**

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means complete and irrevocable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrevocable loss of hearing in both ears; and as used with reference to quadriplegia, paraplegia and hemiplegia means complete and irreversible paralysis of such limbs. Indemnity provided under this policy will not be paid under any circumstances, for more than one of the losses, the greatest, sustained by any one employee as the result of any one accident.

This benefit will apply to injury sustained by an employee anywhere in the world while on the business of the Employer and during the course of any bona fide trip made by the employee including incidental personal travel connected therewith. Such trip shall be deemed to have commenced when the employee leaves their residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as they return to their residence or place of regular employment, whichever first occurs.

The term "while on the business of the Employer" as used herein means while on assignment by or at the direction of the Employer for the purpose of furthering the business of the Employer. Injury sustained during the course of every day travel to and from work and bona fide leaves of absence or vacation shall not be deemed to be sustained while on the business of the Employer.

Where an employee proceeding on duty travel wishes to act as pilot or a crew member, either while flying their own aircraft or a "dry" charter, certain approvals must be obtained prior to the flight in order to ensure coverage for the employee under this policy.

The employee must submit a request to the Deputy Head. If approved, the employee must then submit an application (Pilot's Report) to the Insurer through the Insurance Analyst, Department of Finance. If the Insurer accepts the application, the employee's name will be added to the policy for coverage and the employee will be covered for all future flights. However, it will still be necessary on future flights to obtain the Deputy Head's approval before using a privately owned aircraft for duty travel.

The above stated indemnities do not apply to any loss, fatal or non-fatal, caused or contributed to by:

- (a) suicide or self-destruction, or any attempt thereat, while sane or insane;
- (b) declared or undeclared war or any act thereof;
- (c) service in the armed forces of any country.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Nunavut Government or by any insurance plan or scheme in which the Government participates with the employees.

## **ADMINISTRATION**

When a loss occurs, claim forms may be obtained from the Compensation and Benefits Division of the Department of Finance. Completed claim forms will be submitted to the Insurer who will assess the claim.

In paying any claim, the Insurer will issue a cheque directly to the employee or to the employee's estate.

## **MEMORANDUM OF UNDERSTANDING (2)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **PRIOR SERVICE RECOGNITION**

The parties agree as follows:

1. Any public servant who is recruited prior to June 1, 2001 from the Public Service of Canada will receive credits for all sick leave and special leave credits earned but not taken by them prior to joining the Public Service.
2. For any employee who was an employee at the Stanton Regional Hospital on April 1, 1979, continuous service and continuous employment includes prior service at the Stanton Regional Hospital.
3. Continuous service and continuous employment includes:
  - (a) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service prior to June 20, 1972;
  - (b) prior service with municipalities and hamlets of the Northwest Territories providing that the employee was recruited or transferred within three (3) months of terminating their previous employment and providing the person was an employee of the Public Service as of April 1, 1999.

## **MEMORANDUM OF UNDERSTANDING (3)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **INUIT QAUJIMAJATUQANGIT**

WHEREAS the GN and the NEU share an ongoing commitment to incorporate Inuit Qaujimajatuqangit into the work environment of the public service and into the delivery of government programs and services to the people of Nunavut.

AND WHEREAS, to achieve these goals, the GN has established Tuttarviit, a council of Elders, to provide the GN with advice on matters relating to Inuit Qaujimajatuqangit.

NOW THEREFORE THE PARTIES AGREE THAT:

1. All proposals, such as those concerning expanded eligibility for special leave and cultural/harvesting leave, that are intended to further incorporate Inuit Qaujimajatuqangit into the Collective Agreement shall be submitted to the Tuttarviit council for review.
2. The GN and the NEU shall, in good faith, consider the implementation of any recommendations from the council that may result from such a review.

## **MEMORANDUM OF UNDERSTANDING (4)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **JOB SHARE PROGRAM**

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two employees of Government hospitals and health care facilities, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate period of time.
2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.
3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.
4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

## **COLLECTIVE AGREEMENT**

### **2. DEFINITIONS.**

Add:

- (a) “Job Share Employee Extended”: An indeterminate employee who has entered into a voluntary arrangement in which two employees share one full-time indeterminate job in such a manner that each attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
- (b) “Job Share Employee Part-time”. An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.
- (c) The breaks between each period of job share service shall not interrupt the accumulation of “Continuous Employment” and “Continuous Service” with the Government of Nunavut.

### **18. ANNUAL LEAVE**

- (a) In lieu of annual leave a “job share employee extended” shall be entitled to vacation pay at 6%, 8%, 10% or 12% of their earnings in accordance with accumulated length

of service every pay period

- (b) "Job share employee part-time" shall earn vacation leave in accordance with hours worked.

**30. SEVERANCE PAY**

Subject to Clause 30.06, job share employees shall be entitled to severance pay after completion of four (4) years accumulated continuous service. One (1) year service is one thousand nine hundred fifty (1950) regular hours of active work including authorized leave.

**39. NUNAVUT NORTHERN ALLOWANCE**

Pro-rate.

**40. RELOCATION**

Job share employees shall be entitled to Article 40 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

- (a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of five hundred pounds (500 lbs.) of luggage for the employee and each dependant will be provided for each rotation.
- (b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

**40.12 FOOD PURCHASING**

This benefit shall be pro-rated for each employee in accordance with the period of job sharing.

**Group 5 provisions**

**20. CLINICAL PREPARATION**

Add job share employee.

**23. ANNUAL SPECIAL ALLOWANCE**

Shall be pro-rated in accordance with the hours worked including authorized leave.

**NEW CLAUSES**

**SCHEDULING:**

- (a) Each "job share employee extended" will have a rotation of not less than three months and not more than six months.

The employees will determine the desired rotation to be mutually agreed upon, with one employee covering this position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater than one (1) week.

The established rotation will not be unilaterally imposed or changed by the Employer.

- (b) Each “job share employee part-time” will have their rotation posted in accordance with paragraph 6 in Group 5, Shift Schedules.

**TERMINATION:**

If an employee is unable to report to duty for their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one month.

The Employer shall find a replacement for the remainder of the rotation. If an employee misses a second consecutive rotation the employee is deemed to have terminated participation in the job share arrangement.

If one of the employees terminates participation, there shall be a one-month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees recommended by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume the position fulltime. An employee who wishes to terminate participation must give one (1) month notice of resignation from the Public Service.

**MEMORANDUM OF UNDERSTANDING (5)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

**RELOCATION ASSISTANCE OPTIONS**

The parties agree as follows:

All employees who are employed as of June 1, 2001 shall have the option of choosing either Article 40 or the provisions of Article 42 of the 1998 – 2000 collective agreement between the Government of the NWT and the Union of Northern Workers upon termination of their employment.

**MEMORANDUM OF UNDERSTANDING (6)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

**NUNAVUT NORTHERN ALLOWANCE**

1. The parties agree to strike a joint committee composed of equal members of Union and Employer representatives which shall meet within ninety (90) days of the ratification of this collective agreement.
2. The Mandate of the committee shall be to review and update the formula for calculation of the Nunavut Northern Allowance, and to provide recommendation to the Employer on future increases to the Nunavut Northern Allowance.
3. At its first meeting, the committee shall agree upon its “terms of reference.”

## **MEMORANDUM OF UNDERSTANDING (7)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **CONTINUOUS SERVICE BONUS**

1. The Employer and the Union agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.
2. All employees (except for Nurses to whom Memorandum of Understanding fifteen (15) 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.

| <b>Continuous Service</b>                        | <b>Annual Payment</b> |
|--------------------------------------------------|-----------------------|
| 3, 4 or 5 years of continuous service            | \$2,000               |
| 6, 7, 8, 9 or 10 years of continuous service     | \$3,000               |
| 11, 12, 13, 14 or 15 years of continuous service | \$4,000               |
| 16, 17, 18, 19 or 20 years of continuous service | \$5,000               |
| 21 or more years of continuous service           | \$6,000               |

## **MEMORANDUM OF UNDERSTANDING (8)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **GROUP 2 UNION-EMPLOYER COMMITTEE**

1. The GN and the NEU agree that the GN and the NEU will each designate two (2) persons to serve on a joint Employer-Union Committee to review issues of training and uniforms for Group 2 employees in each correctional facility.
2. When the Committee conducts discussions on each particular correctional facility, the Committee will be assisted by one (1) Group 2 employee and one (1) manager from that correctional facility, who shall act as resource people for the Committee.
3. For each correctional facility, these discussions will take place within twelve (12) months of the ratification of the Collective Agreement which commences October 1, 2010.

## MEMORANDUM OF UNDERSTANDING (9)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **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 their special leave credits each year at their discretion on adequate notice to their 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 2024-2028 Collective Agreement, unless both parties agree to renew it.

## **MEMORANDUM OF UNDERSTANDING (10)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **HOLIDAY CLOSURE DAYS**

1. For so long as this MOU remains in effect, Clause 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 Clause 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 Clause 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 Clause 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 used 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 MOU shall not apply to employees who are in Group 3 or Group 6.
7. This MOU shall come into effect April 1, 2016.

## **MEMORANDUM OF UNDERSTANDING (11)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **SOCIAL JUSTICE FUND**

1. 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.

## **MEMORANDUM OF UNDERSTANDING (12)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **GROUP 5 HEALTH CARE PROFESSIONALS**

1. The Parties agree that the signing of this Memorandum of Agreement (**MOU**) does not prevent the Parties from discussing, negotiating, amending, or adding to any of the terms of employment addressed in the MOU during negotiations to renew the Collective Agreement between the NEU and the GN expiring on September 30, 2028. The parties further agree that this MOU may be reopened in accordance with Clause 54.01.
2. This MOU shall apply to Group 5 Health Care Professionals employed at the hospital, healthcare facilities and correctional centres and includes the following positions:
  - Community health nurse
  - Supervisor Home and community care Nurse
  - Home care nurse
  - Public health nurse
  - Nurse Practitioner
  - Licensed Practical Nurse
  - Registered Psychiatric Nurse
  - Mental Health Consultant
  - Registered Nurses: Inpatient, Emergency Care and Clinics
  - Graduate Nurse
  - Registered Midwife
  - Dental Therapist
  - Dental Hygienist
  - Pharmacist
  - Pharmacy Technician
  - Pharmacy assistant
  - Regional Communicable Disease Coordinator
  - Medical Laboratory Technologist
  - Mammography Technician
  - Computed Tomography Technologist
  - Medical Radiation Technologist
  - Medical Sonographer
  - Registered Respiratory Therapist
  - Medical Laboratory Assistant
  - Registered Dietitian
  - Audiologist
  - Physiotherapist
  - Occupational Therapist
  - Specialist Language Pathologist
  - Certified Registered Central Sterile Technician
  - Biomedical Technologist
  - Regional Environmental Health Officers
  - Institutional Nurse at Correctional Centres
  - Ultrasonographer

3. For as long as this MOU remains in effect, Group 5 of the Collective Agreement shall be deemed to be not in effect for Health Care Professionals employed at the hospital, healthcare facilities, and correctional centers and listed in Clause 2 of this MOU.

4. This MOU shall come into effect on the date of ratification of this Collective Agreement.

**5. Health Care Professionals**

All the provisions of the Collective Agreement shall apply to Health Care Professionals employed at the hospital, health care facilities, and correctional centres as defined in Clause 2 of this MOU. Provisions for Dental Therapists shall only apply as set out in Clause 25 of this MOU. In any case where a provision contained in this MOU conflicts with a provision of the Collective Agreement, the provision in this MOU shall prevail.

**6. Definitions for Group 5 Health Care Professionals**

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

(ff) Rates of Pay

(i) "Annual Rate of Pay" is the amount specified in Appendix B to this Agreement;

(ii) "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 00:00 hours on Saturday to 23:59 hours on Friday for the Qikiqtani General Hospital.

(a) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the Nursing Profession Act.

(b) "Registered Nurse" means a person who is registered pursuant to the *Nursing Profession Act* and includes a nurse practitioner.

(c) "Central Sterilizing Room Technician" means a person who has successfully completed a recognized Central Sterilizing Room Technician course.

(d) "Dental Therapist" means a person who is registered pursuant to the Dental Auxiliaries Act.

(e) "Midwife" means a person who is registered pursuant to the Midwifery Profession Act.

(f) "Registered Psychiatric Nurse" is a person who is registered as a psychiatrist nurse in a Canadian province or territory where psychiatric nursing is recognized by law.

(g) "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

## **7. Designated Paid Holidays**

(a) Clause 50.03(c) is modified as follows:

Article 15- Designated Paid Holidays shall apply to a casual employee listed as a Group 5 Health Care Professional, as defined in Clause 1 of this Memorandum of Agreement. For clarity, the requirement for 15 calendar days of continuous employment will not apply for casual Group 5 Health Care Professionals.

- (i) 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.
- (ii) 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 23:59 on the designated holiday.

## **8. Discretionary Leave**

An employee who is regularly scheduled to work the majority of hours outside of the hours 08:00 to 17:00 or an employee working as a Community Health Nurse or Hospital technician and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of their Special Leave Credits each year at their discretion on adequate notice to their supervisor.

## **9. 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

## **10. 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 will include 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 shall 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 Deputy Head, the employees affected and the Local of the Union, when based on the community's health service needs and health facility utilization demands.

- (g) When an evening or night shift is arranged, Article 27- Shift Premiums of the Collective Agreement will apply.

#### **11. 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.

#### **12. Notice of Termination**

All Group 5 Health Care Professionals defined in Clause 2 of this Memorandum of Agreement shall give twenty-eight (28) calendar days' notice in writing, exclusive of any vacation leave with pay due.

#### **13. 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 examination.

#### **14. Health Requirements and Benefits**

As a condition of employment at the Hospital or Health Facility, 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* and its Regulations.

#### **15. Uniform Policy**

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

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

Uniforms and clothing purchased by the employee will not be laundered by the Hospital or Health Facility.

However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five (\$25.00) per month to assist in the purchase and cleaning of the uniform.

#### **16. 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 workday 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 it a compressed work period without 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 weeks shall be entitled to the designated paid holidays as specified in Clause 2 of this MOU and shall be paid at the employee's basis rate of 7.5 hours.

#### **17. 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:

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 first 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.

Exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer if the employee works 7.5 hours.

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.

#### **18. 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 the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

## **19. 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 (2X) their hourly rate of pay. 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.

## **20. Annual Leave**

- (a) An employee working an extended workday 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.

## **21. 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.

## **22. Special Clinical Preparation**

- (a) An indeterminate, term, or part-time Group 5 Health Care Professional (as defined by Clause 2 of this MOU) with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which they are qualified, will be paid an additional forty dollars (\$40.00) per month if they have 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 a Canadian Healthcare Association/ Canadian Nurses Association certification course 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.

**23. Compensation For Prior Experience**

All health care professionals, as defined by Clause 2 of this Memorandum of Agreement, will be credited with a one pay level increment for every one (1) completed years' prior related experience they have in their field to a maximum of Step Six (6).

**24. Annual Special Allowance**

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be \$19,500.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be \$16,350 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 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 positions in four-Nurse Health Centres will be \$11,625 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) The annual special allowance for Nurses in nursing positions in a five (5) Nurse (or larger) Health Centres shall receive the rates set out in (a), (b), (c) and (d) for such temporary periods exceeding seven (7) days, as the Centres are operating with only one, two, three or four Nurses respectively due to staff shortage.
- (f) All Nurses who provide primary, secondary, acute care and/or emergency services to patients; and who do not receive an Annual Special Allowance under (a)-(e) of this Clause; shall receive an Annual Allowance of \$9,000.

**25. Tiered Premium Allowance for Difficult to Fill Positions**

- (a) The tiered premium allowance for eligible Indeterminate and Job Share Employees is as follows:

- (i) Tier One: \$10/hour premium for the following positions: Community Health Nurse, Nurse Practitioner, Public Health Nurse, OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technologist, Psychiatric Nurse, Mental Health Consultant and Midwife;
  - (ii) Tier Two: \$15/hour premium for the following positions in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technologist, Psychiatric Nurse, Mental Health Consultant and Midwife.
  - (iii) For clarity, the highest eligible rate supersedes the other rates proposed.
- (b) The tiered premium allowance for eligible Casual Employees is as follows:
- (i) Tier One: \$10/hour premium for the following casuals who sign a minimum four (4) week contract in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technologist, Psychiatric Nurse, Mental Health Consultant and Midwife; or
  - (ii) Tier Two: \$10/hour premium for the following casuals who sign a minimum four (4) week contract in any community during the peak summer period (2nd Sunday in June to 2nd Sunday in September) or during the Winter Holiday Period (3rd Sunday in December to 2nd Sunday in January) with a requirement to work either December 25th or January 1st: Community Health Nurse, Nurse Practitioner, Public Health Nurse, OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technologist, Psychiatric Nurse, Mental Health Consultant and Midwife.
- (c) For further clarity, this tiered premium allowance is on top of existing salary and eligible allowances and does not apply to vacation hours or other types of leave.

## **26. Recruitment and Retention Bonus**

- (a) Group 5 Health Care Professionals, as defined in Clause 2 of this Memorandum of Agreement, may be eligible for a temporary labour market supplement recruitment and retention bonus as follows:
- (i) \$3,000 at sign-on or approval date for existing employees;
  - (ii) \$3,000 at six (6) months employment;
  - (iii) \$5,000 at one (1) year employment; and
  - (iv) \$7,000 at two (2) years employment.
- (b) Employees' eligibility to receive the bonus includes the following:
- (i) Currently employed or new employment into an Indeterminate or Job Share Group 5 position as defined in Clause 2, and:

- (ii) Did not receive a recruitment and retention bonus in the last year of the current Collective Agreement.
- (c) For clarity, Group 5 nurses who are not currently receiving the recruitment and retention bonus under Clause 31 of this MOU because they have either completed the bonus system or were not eligible to receive the bonus are eligible to receive this temporary labour market supplement bonus.
- (d) There is a two (2) year return of service agreement for this recruitment and retention bonus. If the employee does not fulfil the return of service agreement, the GN will recover the allowances paid at a pro-rated amount.

## **27. Duty Travel Allowances for Casual Group 5 Health Care Professionals**

- (a) Article 41 (Duty Travel) of the Collective Agreement applies with the following modifications:
  - i. Duty Travel applies to Casual Group 5 Health Care Professionals (defined in Clause 2 of this MOU) for travel to and from a community/territory for up to a maximum of three (3) travel days on each end of the trip, including paid travel days (as per Clause 41.01(a)) and per diems (as per Clause 41.06(a)) and milage (as per Clause 41.12(a)).
  - ii. Casual Group 5 Health Care Professionals shall be deemed to be on duty travel for time in transit to and from a community/territory. Employees shall be compensated for travel at regular salary for the time in transit to a maximum of three (3) 7.5 hour days; overtime rates will not apply.
- (b) Casual Group 5 Health Care Professionals travelling to and from a community/ territory will be entitled to reimbursement for baggage (as per 41.07(b)) for up to a maximum of 3 bags each. Overweight charges will not be reimbursed.

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

## **29. Return of Service (ROS) Program**

- (a) The ROS program is available to candidates who are either accepted into or currently enrolled into a post-secondary education program in Canada that will qualify them in a profession designated as Group 5 with the Government.
  - i. Funds available for this program are limited, as such, Nunavut Inuit will be given priority.
  - ii. The ROS program offers one year of tuition in exchange for one year of full-time service in a Group 5 position within the territory, to a maximum of four (4) years. Communities and positions deemed 'difficult to recruit' will be prioritized within this program.
  - iii. At time of funding approval, the candidate and the Department of Health will sign a contract that outlines the details of employment.
  - iv. If the candidate decides not to fulfill the contractual obligations, the GN will treat this as a breach of contract and seek repayment. The costs associated with breach of contract will be established in advance through the employment contract. between the candidate and the GN.

- (b) For current GN employees applying to the ROS program, they are responsible for applying for leave through their department in accordance with Article 43 of the Collective Agreement. Acceptance in the ROS program is not an automatic approval for education leave - the two programs are separate and subject to separate application and review processes.
- (c) If an employee receives funding support under the ROS program, the employee is not eligible for the recruitment and retention bonus outlined in Article 25 of this MOU, until such time the return of service component has been fulfilled as per the employment contract.

### **30. Government of Nunavut FANS Loan Forgiveness Program**

- (a) Candidates who qualify for a Group 5 healthcare position and accessed FANS student loans may be eligible for loan forgiveness.
  - i. Loan forgiveness will equal one-fifth (20%) of their outstanding Nunavut Student Loan debt, up to \$5,000 annually, for up to five years, to a maximum of \$25,000.
  - ii. The amount of eligible forgiveness would be calculated annually and paid directly to the FANS program. Terms of the agreement will be pre-established through an employment contract between the Department of Health and the candidate.
- (b) Eligibility for the FANS Loan Forgiveness Program includes:
  - i. Indeterminate employment in a Group 5 position within a Nunavut community;
  - ii. Been employed full time for a full year (12 consecutive months) in a Nunavut community and be new to the profession or new to the community;
  - iii. A valid license to practice in Nunavut;
  - iv. A Nunavut Student Loan in repayment (or in grace period) and in good standing; and
  - v. Submitted an application form within 90 days of completing a year of service.

### **31. Signing Bonus**

- (a) All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; who commence employment with the GN after the date of signing of the Collective Agreement; and who have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, or any payments under paragraph 4 of this MOU shall receive:
  - i. \$5,000 upon commencement of employment;
  - ii. an additional \$5,000 upon completion of eighteen (18) months of continuous service; and
  - iii. an additional \$10,000 upon completion of thirty (30) months of continuous service.
- (b) 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.

32. All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients and who:
- (a) are employed as of the date of signing of this Collective Agreement; and
  - (b) have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, shall receive:
    - i. \$10,000 upon completion of thirty (30) months of continuous service; and
    - ii. An additional \$10,000 upon completion of thirty six (36) months of continuous service.
33. All Nurses who are employed under Group 5 and who provide primary, secondary, acute care and/or emergency services to patients shall receive an Allowance as follows:
- (a) For each month of continuous service until the month in which the anniversary of the fifth (5th) year of continuous service is completed - \$375 per month;
  - (b) For each month of continuous service commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service are completed - \$400 per month;
  - (c) For each month of continuous service commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service are completed - \$450 per month;
  - (d) For each month of continuous service commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service are completed - \$500 per month; and
  - (e) For each month of continuous service commencing in the month after completion of twenty (20) years of continuous service - \$550 per month.
34. In lieu of receiving benefits under Clause 24.12 of the Collective Agreement, Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; and who are designated by the GN to act as Nurse Mentors to new Nurses, to assist in the skills development of new Nurses and the integration of new Nurses into the GN nursing workforce; shall be paid a Mentorship Allowance of \$500 per month. Before being designated, a Nurse Mentor must complete a written mentorship plan, which must be approved by the GN.
35. The Allowances payable under paragraphs 31, 32, 34 and 35 shall not be paid for periods when a Nurse is on leave of absence without pay, or on suspension.

## MEMORANDUM OF UNDERSTANDING (13)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **JOB SHARE FOR HEALTH CARE PROFESSIONALS & CHILD PROTECTION WORKERS**

1. The following Memorandum of Understanding applies to Health Care Professionals as defined in MOU #12 and Child Protection Workers appointed under the *Child and Family Services Act*.
2. The Parties agree that the signing of this MOU does not prevent the Parties from discussing, negotiating, amending, or adding to any of the terms of employment addressed in the MOU during negotiations to renew the Collective Agreement between the NEU and the GN which expires on September 30, 2028. The parties further agree that this MOU may be reopened at any time in accordance with Clause 54.01.
3. For so long as this Memorandum of Understanding remains in effect, Memorandum of Understanding (4), Job Share Program, of the Collective Agreement shall be deemed to be not in effect for Group 5 Health Care Professionals or Child Protection Workers appointed under the Child and Family Services Act, as defined in the Memorandum of Understanding (4).
4. This Memorandum of Understanding comes into effect upon ratification of the Collective Agreement and expires on the expiration of this collective agreement.
5. Job sharing is a voluntary arrangement between the Employer and its employees which two or more employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends the position for separate period of time.
6. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum of Understanding.
7. Definitions
  - (a) "Job Share Employee Extended". An employee who has entered a voluntary arrangement in which the employee shares one full-time indeterminate job in such a manner that each employee attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
  - (b) "Job Share Employee Part-time". An employee who has entered a voluntary arrangement in which two or more employees share a full-time indeterminate job in such a manner that the employee attends in the position with a rotation of 4 weeks or up to 3 months, such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
  - (c) The breaks between each period of job share service shall not interrupt the accumulation of

"Continuous Employment" and "continuous Service" with the Government of Nunavut.

## 8. Appointments

- (a) Part-time and extended job share appointments will be awarded through the GN competition process, such that vacant job share positions will be available to internal and external candidates.
- (b) Where an employee wishes to enter into a job share extended arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a 'job share employee extended' employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.

## 9. Scheduling

- (a) The Deputy Head will determine the minimum length of rotations for each job share arrangement, based on the health centre, hospital, or correctional centre operational requirements as Job Share Part-time arrangements are not available for all indeterminate positions.
- (b) "Job share employee extended" will have a rotation of not less than three months and not more than six months.
  - i. The employees will determine the desired rotation to be mutually agreed upon, with one employee covering the position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater than one (1) week.
  - ii. "Job share employee extended" will alternate, on a yearly basis, working the Holiday Closure period, unless mutually agreed otherwise.
  - iii. The established rotation will not be unilaterally imposed or changed by the Employer; however, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (c) "Job share employee part-time" will have a rotation of 4 weeks to a maximum of less than 3 months
  - i. "Job share employee part-time" will have their rotation posted in accordance with Group 5 Health Care Professionals Memorandum of Agreement, Shift Schedules.
  - ii. "Job share employee part-time" will be scheduled to work the Holiday Closure period every other year, unless mutually agreed otherwise.
  - iii. "Job share employee part-time" will be scheduled to work a minimum of thirty (30) days during the period of June 15 to September 15 each year.
- (d) Employees hired into job share arrangements are permitted to work on casual contracts in between job share rotations.

## 10. Relocation

Job share employees shall be entitled to Article 40 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

### (a) "Job Share Employee Extended"

- i. No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging enroute plus cost for shipment of five hundred pounds (500 lbs.) of luggage for the employee and each dependent will be provided for each rotation.
- ii. For the purpose of this Clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

### (b) "Job Share Employee Part-time"

- i. No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging enroute will be provided for the employee. Relocation of dependents is not provided.
- ii. The "Job Share Employee Part-time" shall be deemed to be on duty travel for time in transit to and from a community/territory. Employees shall be compensated for travel at regular salary for the time in transit to a maximum of three (3) days; overtime rates will not apply.
- iii. The employee travelling to and from a community/ territory will be entitled to reimbursement for baggage fees up to a maximum of 3 bags each. No overweight charges will be reimbursed.

## 11. Paid Leave

The following Articles and Clauses contained in the Collective Agreement do not apply to job share employees:

- (a) Article 18 -Annual leave, and
- (b) Clause 23.04 (b)(iii) banking of lieu time.

In lieu of earning the allowance and benefits excluded in Clause 9 (above), job share employees shall earn a payment in lieu of benefits at the rate of ten (10%) percent of their hourly rate of pay on all regular hours worked, exclusive of overtime or any other premium, paid on a bi-weekly basis. In the third year of continuous service from the date of their initial hire, the payment in lieu of benefits shall increase to twelve (12%) percent; in the tenth year of continuous service the payment in lieu of benefits shall increase to fourteen (14%) percent, in the 15th year to sixteen (16%) percent, and in the 21st year to eighteen (18%) percent.

## 12. 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.
- (c) If a Job Share employee is not able to report to duty for the beginning of their scheduled rotation due to medical reasons, appropriate documentation is required. If the sick leave period begins at the start of the scheduled rotation and does not cover the entire length of the scheduled rotation, the employer will arrange for travel (to the community) to commence immediately following the approved sick leave period with the rotation end date remaining unchanged.

## 13. Severance Pay

Subject to Clause 30.06, job share employees shall be entitled to severance pay after completion of four (4) years accumulated continuous service. One (1) year service is one thousand nine hundred fifty (1950) regular hours of active work including authorized leave.

## 14. Nunavut Northern Allowance

Pro-rate

## 15. Food Purchasing

For Health Care Professionals, this benefit shall be pro-rated for each employee in accordance with the period of job sharing.

## 16. Clinical Preparation

For Health Care Professionals, Job Share employees will be entitled to the Clinical Preparation Allowances for Group 5 Health Care Professionals

## 17. Annual Special Allowance

For Health Care Professionals, Job Share employees will be entitled to the Annual Special Allowances for Group 5 Health Care Professionals; rates will be pro-rated in accordance with the hours worked including authorized leave.

## 18. Termination

- (a) Part-time and extended Job Share employees must provide one (1) month notice of resignation from the Public Service to terminate their position.
- (b) If a "Job Share Employee Extended" is unable to report to duty for the start of their rotation for

whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.

If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.

- (c) If a "Job Share Employee Part-time" is unable to report to duty for the start of their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.

If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.

- (d) If a "Job Share Employee Part-time" is unable to report to duty for their scheduled rotation during the summer months or holiday closure period, appropriate documentation is required.

## **MEMORANDUM OF UNDERSTANDING (14)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **GROUP 3 COLLEGE INSTRUCTORS AND ACADEMIC FREEDOM**

1. The purpose of this Memorandum of Understanding is to create a Joint Union Management Committee to review and recommend Academic Freedom language for consideration by the parties in the next round of collective bargaining.
2. The parties shall meet within ninety (90) days of ratification of this Collective Agreement to create Joint Committee comprised of equal numbers of representatives from the Employer and the Union.
3. The Joint Committee shall have as its mandate the obligation to:
  - (a) examine the evolution of Academic Freedom language in post-secondary institutions across provinces and territories, and
  - (b) review how commitments to uphold Academic Freedom within the context of Nunavut intersect with Inuit Qaujimajatuqangit principles, and
  - (c) consult broadly with various stakeholders including but not limited to Elders, College Instructors, and other relevant subject matter experts
4. The Joint Committee shall endeavor to produce a final report by consensus and shall submit such report to the parties within eighteen (18) months of the ratification of this agreement. Such timeline may be extended by mutual agreement.
5. Any costs associated with the work of the Joint Committee, including but not limited to consultations, shall be covered by the Government of Nunavut.

## **MEMORANDUM OF UNDERSTANDING (15)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **MENTAL HEALTH**

1. The GN and the NEU recognize that Nunavut, with its commitment to the Inuit Qaujimajatuqangit traditional societal values and its welcoming of many diverse cultures, has a distinct work environment which brings with it unique challenges.
2. The GN and the NEU recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The GN and the NEU have the common interest of promoting and enhancing a working relationship consistent with the principals of mutual respect, confidentiality and cooperation.
3. The GN and the NEU shall:
  - (a) Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
  - (b) Lead and influence workplace culture in a positive way;
  - (c) Engage employees to:
    - (i) Be aware of the importance of psychological health and safety
    - (ii) Be aware of implications of tolerating psychological health and safety hazards; and
    - (iii) Identify workplace needs regarding psychological health and safety.
4. The GN and the NEU agree that withing one hundred and twenty (120) days of the ratification of the Collective Agreement, a Committee comprised of two (2) representatives selected by each party will be formed. The parties may include subject matter experts in their discussions.
5. The responsibilities of the committee may include but not be limited to:
  - (a) Developing a Terms of Reference;
  - (b) Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
  - (c) Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges; and
  - (d) Reviewing practices from other jurisdictions and employers that might be instructive for the GN.

6. Upon receiving the report of the Committee, the GN and the NEU will meet to review and determine whether, and how to implement the recommendations of the committee.
7. The Joint Committee will receive quarterly updates on the status of implementation and will be provided opportunities to provide comments.

## **MEMORANDUM OF UNDERSTANDING (16)**

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **SOCIAL SERVICES PROFESSIONALS**

1. The parties agree within ninety (90) days of the signing of the Collective Agreement, a joint Union/Employer committee comprised of equal numbers of representatives from the Employer and the Union will be formed.
2. This committee will be established to jointly prepare a proposal for submission to the Financial Management Board.
3. The purpose of this submission is to present recruitment and retention allowances for Social Service Professionals appointed as Child Protection Workers under the Child and Family Services Act.
4. This Committee will endeavor to have this proposal ready for submission to the Financial Management Board within 12 months of formation of the Committee.

This MOU expires upon the expiry of this Collective Agreement on September 30, 2028.

## MEMORANDUM OF UNDERSTANDING (17)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

### **JOINT UNION MANAGEMENT COMMITTEE ON AN ALTERNATIVE DISPUTE RESOLUTION PROCESS GUIDED BY INUIT QAUJIMAJATUQANGIT PRINCIPLES**

1. The parties agree to strike a Joint Union-Management Committee consisting of an equal number of representatives of each party to develop an Alternative Disputes Resolution process guided by Inuit Qaujimajatuqangit principles.
2. The committee shall meet within ninety (90) days of the ratification of this Collective Agreement.
3. The Committee shall first consult with Elders with respect to the goals of the Alternative Disputes Resolution process.
4. The Committee's shall secondly develop a Terms of Reference for its work, guided by the advice of the Elders.
5. The Committee shall include in its recommendations to the parties:
  - (a) the recruitment and remuneration of Elders participating in the Alternative Disputes Resolution process
  - (b) the type and nature of grievances referred to the Alternative Disputes Resolution process
  - (c) The Committee shall provide its recommendations to the parties at least six (6) months prior to the expiry of this Collective Agreement.

## **GROUP 1**

### **Conservation Officers**

1. In order to meet the operational requirements, Conservation Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Conservation Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
2. As a means of compensating Conservation Officers for any extra days worked as a result of their irregular work schedule, they shall be entitled to elect, at the start of each fiscal year, to take either:
  - (a) a compensatory day off with pay for each extra day worked; or
  - (b) Overtime calculated in accordance with Article 23.
3. If a Conservation Officer elects to take compensatory days in accordance with 2(a), these compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
4. If a Conservation Officer elects to take compensatory days in accordance with 2(a), at the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carry over of those days from one fiscal year to the next.

## **GROUP 2**

### **Employees at Correctional Facilities**

- 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 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, they 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

#### General

1. For the purposes of this Agreement, College Educators are defined as Instructors, Intern Instructors, Senior Instructors, Term Instructors and Adult Educators.
2. For the purposes of this Agreement, Campus Dean refers to the senior manager responsible to the President of Nunavut Arctic College for the operations of a particular campus.
  - (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.
  - (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.
  - (c) College Educators who are required by the Employer to work in excess of the instructional year shall receive overtime in accordance with Article 23.
  - (d) Annual salary is calculated on the basis of an instructor working two hundred (200) days per instructional year.
  - (e) Class contact hours for College Educators shall not exceed 900 hours in any instructional year. One contact hour shall be one hour of lecture, seminar, shop, laboratory work, tutorial or group remedial session.
  - (f) College Educators will have a minimum of five (5) days without class contact between semesters; however, College Educators who teach in programs which are taught in modular delivery will have a minimum of three (3) days without class contact between courses.
  - (g) College Educators shall be granted leave with pay for the work days between Boxing Day and New Year’s Day with no charge against leave credits.
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.
- (b) Where in any year an employee has not been granted all of the annual leave credited to them, the unused portion of their 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.

#### 4. **Senior Instructors**

Instructors who are assigned to supervise the work of other instructors, or have been assigned duties to coordinate the work of their instructors, in addition to performing instructional duties in their area of specialty, will be paid a Senior Instructor's allowance of \$2,100.00 per academic year. Payment of the Senior Instructor's allowance will end when that instructor ceases to act as a Senior Instructor, and will be paid on a prorated basis.

#### 5. **Appointment**

- 5.01 (a) All College Educators hired as Indeterminate and Term instructors of more than one (1) year will:
  - (i) when first hired have their qualifications and instructional training assessed and identified in their job offer;
  - (ii) be required to complete the course *Contexts of Adult Education in Nunavut* (3 credits). This course will make up three (3) of the required 18 credits in adult learning course work for College Educators who are required to complete course work as a condition of hire.
- (b) College Educators who have not completed 18 credits of course work in Adult Learning will be required to complete this course work within the first two years of hire. These courses could include learning needs analysis, planning instruction, delivery techniques and evaluating learning performance, prior learning assessment and other adult education courses. Equivalent courses or demonstrated capability in instruction can be accepted in lieu of formal course work.
- (c) Course work in adult education may be made available through Nunavut Arctic College's Instructor Development Program and other in-service training. In the event that the course is made mandatory, costs for such training shall be borne by Nunavut Arctic College but not be taken from the Professional Development Fund.
- 5.02 New College Educators will be assigned to Step One (1) on the salary grid. In addition:
  - (a) For each full academic year of post-secondary teaching experience they will be given one (1) additional step;
  - (b) For each full two (2) year period of elementary or secondary teaching or instruction in a Nunavut youth or adult offenders facility directly related to the subject which they instruct, they will be given one (1) additional step;
  - (c) For the full two (2) year period of work experience directly related to the subject which they instruct, they will be given one (1) additional step;

- (d) College Educators who do not have the approved course work in adult education or its equivalent may be appointed up to Step Four (4). If the College Educator does not complete the required course work and training, they will remain at the step they were appointed.
- (e) New College Educators who satisfactorily complete the required course work in their first two (2) years shall have their full experience applied retroactive to their date of hire.

## 6. Professional Development

Nunavut Arctic College recognizes its obligations to create a workforce representative of the population of Nunavut. Toward this end, Nunavut Arctic College will make every reasonable effort to increase the participation of Land Claims Beneficiaries in professional development programs.

- (a) A Professional Development Fund ("PD Fund") shall be maintained to support the professional improvement of eligible College Educators so as to enhance the quality and relevance of education for students in Nunavut.
- (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), Program Managers, Counselors, Librarians, and Nunavut Research Institute Managers, herein called the "Applicant."
  - (i) PD Committee Approved Professional Development (PD) ("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 is restricted to Indeterminate; three-year base funded Term Employees and academic year appointments and requires the approval of the Applicants' Program Director.
- (c) Without restricting the generality of the term Professional Development, such development shall be determined by individual and group Applicants and may include courses, workshops, seminars, distance education, correspondence courses, part-time courses and/or conferences on curriculum, disciplines and specialties being taught at the College as well as research in non-academic learning environments. PD is for the purpose of improving the Applicant's professional insights, knowledge and teaching skills. Activities, which reflect Inuit Qaujimajatuqangit, are eligible for funding.

## 7. Professional Development Committee

- (a) A PD Committee for Nunavut Arctic College will be maintained consisting of a total of six (6) members. Five (5) PD Committee members shall be eligible Indeterminate and/or three year base-funded Term College Educators. The sixth member on the PD Committee will

be the President or their designate (1 member). This person will be an ex-officio member of the committee and will only vote in the case of a tie.

- (b) Guidelines for the operations of the PD Committee and for leave application procedures will be developed and maintained by the Committee and are binding on the Applicant.
- (c) The College provides a contract that outlines entitlements and obligations for Applicants, which must be signed by the Applicant prior to the commencement of leave.

## **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. The College will annually replenish the fund by an amount equal to 4% of full-time instructors' salaries 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 fund shall be set up equivalent to \$1000.00 per year per fulltime instructors' salaries, to be administered by the Campus Dean. The Campus Deans 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.

## **9. Types of Professional Development Opportunities**

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

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

- (b) Short Term PD can be defined as:

A Program of Study that is less than \$3000.00, shorter in duration and does not require restaffing 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.

10. **Applicant Obligations**

The Applicant must, upon completion of Committee Approved PD, work for the College for a period of one year for every year that remuneration was received for Committee Approved PD or one times the length of the leave if it is less than one year, herein called the “Repayment Period.”

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:

- (a) An allowance based on the number of completed years of service by the Applicant:
  - (i) Seventy percent (70%) of the salary for three (3) years completed service;
  - (ii) Eighty percent (80%) of the salary for four (4) years completed service;
  - (iii) Ninety percent (90%) of the salary for five (5) years completed service;
  - (iv) One hundred percent (100%) of the salary for six (6) years completed service.
- (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 Program of Study, honorariums, resources/equipment, and any reasonable associated costs to achieve the goal of the Learning Activity or Program of Study. An accommodation allowance of \$1000.00 per month where leave is granted for less than a full academic year, where the Applicant is leaving their community for Professional Development and where removal expenses are not paid.
- (c) Applicants will:
  - (i) retain their position and seniority and shall retain all other benefits pursuant to the collective agreement;
  - (ii) in the case of northern study, Northern Allowance will be paid to the Applicant;
  - (iii) have their relevant experience or training recognized for purposes of placing them on the salary grid upon their return to work;
  - (iv) have the right to pay into all normal benefit packages including the Employer’s share, if required.
- (d) Applicants will not earn any leave credits while on education leave.

12. **Short Term PD**

The following will apply to Short Term PD:

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

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

## **GROUP 4**

### **Trades and Apprentices**

The Union and the Employer recognize the need for and the importance of a robust apprenticeship program to reduce unemployment in Nunavut, to address the under-representation of Inuit in the Public Service, to fulfil the Government of Nunavut's obligations under Article 23 of the Nunavut Land Claims Agreement, and to fulfil the need for a qualified and skilled workforce to provide quality public services to Nunavummiut.

#### **1. Application**

These provisions apply to all positions in trades within the Government of Nunavut.

2. Where an employee with a certificate of qualification in one trade performs work in a trade for which they do not possess a certificate, they shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesperson at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradespersons; using the trade name in the position title to conform to the journeyperson certification required.

#### **3. Hours of Work**

Hours of work shall be scheduled as follows:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and
- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

#### **4. Wash-Up Time**

Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.

#### **5. Work Clothing and Protective Equipment**

- (a) The Employer will provide the following articles at no cost to the employee as required by the Workers' Safety and Compensation Commission:
  - (i) Hard Hats
  - (ii) Aprons
  - (iii) Welding goggles

- (iv) Dust Protection
- (v) Eye protection, including prescription glasses
- (vi) Hearing protection device
- (vii) Coverall
- (viii) Insulated work boots
- (ix) Rubberized work boots
- (x) Leather work gloves

- (b) The Employer shall supply new employees with the articles of equipment as required;
- (c) Supply employee moving to another department with the articles of equipment they require and that they do not possess at the time of the move.
- (d) Where safety prescription glasses are required by the Employer or the Workers' Safety and Compensation Commission, 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 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).

6. The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.

7. (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 journeypersons 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.

(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.

8. **Adverse Weather Conditions**

Except in emergency situations, the Employer shall not require an employee to work outside under extreme weather conditions.

9. Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesperson.

10. **Apprentices**

Conditions of employment for employees engaged as Apprentices by the Employer:

- (a) *The Apprenticeship Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

- (d) Apprentice rates will be based on a percentage of the appropriate journeyperson rate as follows:

Four-Year Training Programs

|        |     |
|--------|-----|
| Year 1 | 65% |
| Year 2 | 75% |
| Year 3 | 85% |
| Year 4 | 95% |

Three-Year Training Programs

|        |     |
|--------|-----|
| Year 1 | 70% |
| Year 2 | 80% |
| Year 3 | 90% |

Two-Year Training Programs

|        |     |
|--------|-----|
| Year 1 | 75% |
| Year 2 | 90% |

One-Year Training Programs

|        |     |
|--------|-----|
| Year 1 | 80% |
|--------|-----|

- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the provisions of Article 43 – Education and Professional Development Leave and the Employer's policy regarding financial support while in trade training.
- (f) Subject to the *Public Service Act* and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Supervisor of Apprenticeship Trade and Occupations Certification to cancel their contract and the Apprentice may be terminated.

11. Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

## GROUP 5

### Healthcare Professionals

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 shall only apply as set out in Clause 21. 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. This shall apply to the following Health Care Professionals employed at the hospital, healthcare facilities and correctional centres and includes the following positions:
  - Community health nurse
  - Supervisor Home and community care Nurse
  - Home care nurse
  - Public health nurse
  - Nurse Practitioner
  - Licensed Practical Nurse
  - Registered Psychiatric Nurse
  - Mental Health Consultant
  - Registered Nurses: Inpatient, Emergency Care and Clinics
  - Graduate Nurse
  - Registered Midwife
  - Dental Therapist
  - Dental Hygienist
  - Pharmacist
  - Pharmacy Technician
  - Pharmacy assistant
  - Regional Communicable Disease Coordinator
  - Basic Radiological Technician
  - Community Health Representative
  - Recreation Therapy Worker
  - Medical Laboratory Technologist
  - Mammography Technician
  - Computed Tomography Technologist
  - Medical Radiation Technologist
  - Medical Sonographer
  - Registered Respiratory Therapist
  - Medical Laboratory Assistant
  - Registered Dietitian
  - Audiologist
  - Physiotherapist
  - Occupational Therapist
  - Specialist Language Pathologist
  - Certified Registered Central Sterile Technician
  - Biomedical Technologist
  - Regional Environmental Health Officers
  - Institutional Nurse at Correctional Centres
  - Personal Support Worker
  - Continuing Care Worker

3. **Definitions for Group 5 Health Care Professionals**

(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 eighty-four (2,184) 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 psychiatrist 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.

4. **Designated Paid Holidays**

(a) Article 50.03(c) is modified as follows:

- (i) 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.
- (ii) 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.

**5. 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 Health Nurse or hospital technician and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of their Special Leave Credits each year at their discretion on adequate notice to their supervisor.

**6. 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.

**7. 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 will 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 shall 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.

**8. 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.

**9. Notice of Termination**

All Group 5 Health Care Professionals defined in Clause 2 of this Memorandum of Agreement shall give twenty-eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

**10. 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.

**11. 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* and its Regulations.

**12. 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.

**13. 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 workday 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 it a compressed work period without 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 4 and shall be paid at the employee's basis rate of 7.5 hours.

**14. 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 first 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 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.

**15. 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 the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

**16. Overtime**

- (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 (2X) their hourly rate of pay. The Employer will designate an individual who may authorize overtime in all circumstances.
- (b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

**17. Annual Leave**

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

**18. 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.

**19. 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 they are qualified, will be paid an additional \$40.00 per month if they have 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.

20. **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) completed years' prior related experience they have in their field to a maximum of step six (6).

## **GROUP 6**

### **School Year Employees**

1. School year employees means Student Support Assistants, School Community Counselors, Dental Therapists, Library Technicians, 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 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 Assistant is required to lead a class and no teacher is present in the classroom, the Student Support Assistant will be paid a rate two (2) ranges above their current step.
7. The Employer shall develop a professional development and/or training schedule for Student Support Assistants.
8. 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.
9. 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.

## **GROUP 7**

### **Court Reporters**

1. Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.
2. Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from their place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule, which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
3. Traveling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.
4. The Employer shall provide all hardware and/or software equipment as required by the employer. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

## **GROUP 8**

### **Social Services Workers**

1. All of the provisions of the Collective Agreement shall apply to Community Social Service Workers, Adult Service Workers, Foster Care Coordinators, and Supervisors of Children and Family Services. In any case where a provision contained in Group 8 conflicts with a provision of the Collective Agreement, the provision contained in Group 8 shall prevail.
2. **Discretionary Leave**  
  
An employee who is normally required to be on standby at least ten (10) days per month, may use four (4) days of their Special Leave Credits each year at their discretion on adequate notice to his/her supervisor.
3. **Notice of Termination**  
  
An employee resigning their employment shall give twenty-eight (28) calendar days' notice in writing, exclusive of any vacation leave with pay due.
4. **Compensation For Prior Experience**  
  
All employees 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 six (6).
5. The provisions of MOU #13 will apply to employees appointed as child protection workers under the *Child and Family Services Act*.

## **APPENDIX B**

### **PAY SCHEDULES**

Appendix B – Pay Schedules - amend as follows:

- 9.0% Increase to pay line effective September 30, 2024
- 3.0% increase to pay line effective October 1, 2025
- 3.0% increase to pay line effective October 1, 2026
- 2.5% increase to pay line effective October 1, 2027

Casuals shall advance on the wage grid on their anniversary date of initial hire in the position

All Casuals will be credited with one pay level increment for each year of completed prior related experience they have in their field to a maximum of Step Six

**APPENDIX B1**  
**HOURLY RATES OF PAY**

EFFECTIVE October 1, 2025

| HOURLY RATES OF PAY <b>EFFECTIVE October 1, 2025</b><br><b>3.00% INCREASE to the pay line</b> |        |     |                               |         |         |         |         |         |
|-----------------------------------------------------------------------------------------------|--------|-----|-------------------------------|---------|---------|---------|---------|---------|
| Pay Range                                                                                     | Points |     | Hourly Rate - October 1, 2025 |         |         |         |         |         |
|                                                                                               | Min    | Max | Step 1                        | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  |
| 1                                                                                             | 92     | 101 | \$31.98                       | \$32.83 | \$33.65 | \$34.52 | \$35.40 | \$36.30 |
| 2                                                                                             | 102    | 112 | \$33.02                       | \$33.88 | \$34.75 | \$35.64 | \$36.57 | \$37.50 |
| 3                                                                                             | 113    | 124 | \$34.23                       | \$35.12 | \$36.00 | \$36.93 | \$37.87 | \$38.84 |
| 4                                                                                             | 125    | 137 | \$35.32                       | \$36.21 | \$37.15 | \$38.10 | \$39.09 | \$40.10 |
| 5                                                                                             | 138    | 151 | \$36.53                       | \$37.49 | \$38.43 | \$39.42 | \$40.43 | \$41.46 |
| 6                                                                                             | 152    | 166 | \$37.65                       | \$38.61 | \$39.61 | \$40.63 | \$41.67 | \$42.76 |
| 7                                                                                             | 167    | 183 | \$38.88                       | \$39.89 | \$40.89 | \$41.94 | \$43.03 | \$44.11 |
| 8                                                                                             | 184    | 201 | \$40.16                       | \$41.19 | \$42.24 | \$43.30 | \$44.44 | \$45.57 |
| 9                                                                                             | 202    | 221 | \$41.44                       | \$42.49 | \$43.58 | \$44.69 | \$45.82 | \$47.02 |
| 10                                                                                            | 222    | 243 | \$42.76                       | \$43.84 | \$44.96 | \$46.13 | \$47.29 | \$48.52 |
| 11                                                                                            | 244    | 267 | \$44.10                       | \$45.25 | \$46.39 | \$47.60 | \$48.79 | \$50.06 |
| 12                                                                                            | 268    | 293 | \$49.55                       | \$50.85 | \$52.13 | \$53.49 | \$54.87 | \$56.28 |
| 13                                                                                            | 294    | 322 | \$51.53                       | \$52.84 | \$54.19 | \$55.59 | \$56.99 | \$58.47 |
| 14                                                                                            | 323    | 354 | \$53.63                       | \$55.01 | \$56.42 | \$57.86 | \$59.34 | \$60.86 |
| 15                                                                                            | 355    | 389 | \$55.76                       | \$57.21 | \$58.65 | \$60.15 | \$61.70 | \$63.28 |
| 16                                                                                            | 390    | 427 | \$58.03                       | \$59.50 | \$61.03 | \$62.60 | \$64.20 | \$65.86 |
| 17                                                                                            | 428    | 469 | \$60.35                       | \$61.88 | \$63.48 | \$65.11 | \$66.76 | \$68.48 |
| 18                                                                                            | 470    | 515 | \$63.92                       | \$65.56 | \$67.25 | \$68.95 | \$70.71 | \$72.53 |
| 19                                                                                            | 516    | 565 | \$66.45                       | \$68.16 | \$69.89 | \$71.68 | \$73.51 | \$75.39 |
| 20                                                                                            | 566    | 620 | \$69.03                       | \$70.80 | \$72.63 | \$74.49 | \$76.40 | \$78.36 |
| 21                                                                                            | 621    | 680 | \$71.79                       | \$73.65 | \$75.52 | \$77.46 | \$79.44 | \$81.48 |
| 22                                                                                            | 681    | 746 | \$74.63                       | \$76.54 | \$78.51 | \$80.53 | \$82.59 | \$84.71 |
| 23                                                                                            | 747    | 818 | \$77.56                       | \$79.55 | \$81.59 | \$83.69 | \$85.84 | \$88.02 |
| 24                                                                                            | 819    | 897 | \$80.62                       | \$82.67 | \$84.80 | \$86.97 | \$89.19 | \$91.48 |
| 25                                                                                            | 898    | 983 | \$83.79                       | \$85.93 | \$88.14 | \$90.39 | \$92.70 | \$95.08 |

**APPENDIX B2**  
**STANDARD 37.5 WEEKLY HOURS**  
**EFFECTIVE October 1, 2025**

| ANNUAL RATES OF PAY STANDARD 37.5 WEEKLY HOURS <b>EFFECTIVE October 1, 2025</b><br>3.00% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|--------------------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                          | Points |     | Annual Salary - October 1, 2025<br>1950 Hours |           |           |           |           |           |
|                                                                                                                    | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                                  | 92     | 101 | \$62,387                                      | \$63,991  | \$65,618  | \$67,294  | \$69,017  | \$70,788  |
| 2                                                                                                                  | 102    | 112 | \$64,399                                      | \$66,049  | \$67,749  | \$69,495  | \$71,290  | \$73,110  |
| 3                                                                                                                  | 113    | 124 | \$66,743                                      | \$68,467  | \$70,214  | \$72,009  | \$73,850  | \$75,741  |
| 4                                                                                                                  | 125    | 137 | \$68,872                                      | \$70,620  | \$72,439  | \$74,305  | \$76,220  | \$78,182  |
| 5                                                                                                                  | 138    | 151 | \$71,243                                      | \$73,086  | \$74,951  | \$76,866  | \$78,828  | \$80,839  |
| 6                                                                                                                  | 152    | 166 | \$73,419                                      | \$75,312  | \$77,249  | \$79,237  | \$81,269  | \$83,352  |
| 7                                                                                                                  | 167    | 183 | \$75,814                                      | \$77,776  | \$79,761  | \$81,796  | \$83,902  | \$86,032  |
| 8                                                                                                                  | 184    | 201 | \$78,303                                      | \$80,310  | \$82,370  | \$84,474  | \$86,655  | \$88,879  |
| 9                                                                                                                  | 202    | 221 | \$80,788                                      | \$82,848  | \$84,979  | \$87,156  | \$89,381  | \$91,679  |
| 10                                                                                                                 | 222    | 243 | \$83,352                                      | \$85,482  | \$87,682  | \$89,932  | \$92,231  | \$94,598  |
| 11                                                                                                                 | 244    | 267 | \$86,009                                      | \$88,209  | \$90,458  | \$92,781  | \$95,149  | \$97,589  |
| 12                                                                                                                 | 268    | 293 | \$96,656                                      | \$99,146  | \$101,683 | \$104,290 | \$106,971 | \$109,724 |
| 13                                                                                                                 | 294    | 322 | \$100,462                                     | \$103,047 | \$105,679 | \$108,383 | \$111,160 | \$114,031 |
| 14                                                                                                                 | 323    | 354 | \$104,577                                     | \$107,258 | \$110,010 | \$112,834 | \$115,730 | \$118,696 |
| 15                                                                                                                 | 355    | 389 | \$108,741                                     | \$111,518 | \$114,367 | \$117,309 | \$120,324 | \$123,413 |
| 16                                                                                                                 | 390    | 427 | \$113,146                                     | \$116,042 | \$119,009 | \$122,074 | \$125,206 | \$128,412 |
| 17                                                                                                                 | 428    | 469 | \$117,669                                     | \$120,683 | \$123,771 | \$126,954 | \$130,208 | \$133,533 |
| 18                                                                                                                 | 470    | 515 | \$124,653                                     | \$127,845 | \$131,109 | \$134,450 | \$137,885 | \$141,419 |
| 19                                                                                                                 | 516    | 565 | \$129,550                                     | \$132,865 | \$136,277 | \$139,762 | \$143,370 | \$147,024 |
| 20                                                                                                                 | 566    | 620 | \$134,619                                     | \$138,080 | \$141,615 | \$145,244 | \$148,974 | \$152,798 |
| 21                                                                                                                 | 621    | 680 | \$140,006                                     | \$143,588 | \$147,267 | \$151,046 | \$154,920 | \$158,891 |
| 22                                                                                                                 | 681    | 746 | \$145,539                                     | \$149,266 | \$153,092 | \$157,015 | \$161,036 | \$165,156 |
| 23                                                                                                                 | 747    | 818 | \$151,265                                     | \$155,140 | \$159,112 | \$163,182 | \$167,372 | \$171,662 |
| 24                                                                                                                 | 819    | 897 | \$157,185                                     | \$161,207 | \$165,351 | \$169,592 | \$173,928 | \$178,388 |
| 25                                                                                                                 | 898    | 983 | \$163,376                                     | \$167,568 | \$171,857 | \$176,268 | \$180,776 | \$185,408 |

**APPENDIX B3**  
**STANDARD 40 WEEKLY HOURS**

EFFECTIVE October 1, 2025

| ANNUAL RATES OF PAY STANDARD 40 WEEKLY HOURS EFFECTIVE October 1, 2025<br>3.00% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|-----------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                 | Points |     | Annual Salary - October 1, 2025<br>2080 Hours |           |           |           |           |           |
|                                                                                                           | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                         | 92     | 101 | \$66,547                                      | \$68,257  | \$69,993  | \$71,780  | \$73,616  | \$75,505  |
| 2                                                                                                         | 102    | 112 | \$68,693                                      | \$70,453  | \$72,265  | \$74,128  | \$76,043  | \$77,982  |
| 3                                                                                                         | 113    | 124 | \$71,192                                      | \$73,032  | \$74,894  | \$76,808  | \$78,774  | \$80,788  |
| 4                                                                                                         | 125    | 137 | \$73,465                                      | \$75,329  | \$77,269  | \$79,259  | \$81,301  | \$83,396  |
| 5                                                                                                         | 138    | 151 | \$75,991                                      | \$77,956  | \$79,949  | \$81,991  | \$84,083  | \$86,226  |
| 6                                                                                                         | 152    | 166 | \$78,314                                      | \$80,334  | \$82,397  | \$84,518  | \$86,686  | \$88,908  |
| 7                                                                                                         | 167    | 183 | \$80,866                                      | \$82,960  | \$85,078  | \$87,248  | \$89,495  | \$91,767  |
| 8                                                                                                         | 184    | 201 | \$83,524                                      | \$85,666  | \$87,861  | \$90,106  | \$92,431  | \$94,805  |
| 9                                                                                                         | 202    | 221 | \$86,177                                      | \$88,372  | \$90,644  | \$92,968  | \$95,342  | \$97,791  |
| 10                                                                                                        | 222    | 243 | \$88,908                                      | \$91,181  | \$93,529  | \$95,927  | \$98,377  | \$100,904 |
| 11                                                                                                        | 244    | 267 | \$91,742                                      | \$94,092  | \$96,488  | \$98,967  | \$101,493 | \$104,095 |
| 12                                                                                                        | 268    | 293 | \$103,100                                     | \$105,755 | \$108,461 | \$111,243 | \$114,103 | \$117,039 |
| 13                                                                                                        | 294    | 322 | \$107,159                                     | \$109,916 | \$112,724 | \$115,608 | \$118,569 | \$121,634 |
| 14                                                                                                        | 323    | 354 | \$111,550                                     | \$114,408 | \$117,344 | \$120,357 | \$123,446 | \$126,611 |
| 15                                                                                                        | 355    | 389 | \$115,990                                     | \$118,952 | \$121,989 | \$125,131 | \$128,345 | \$131,639 |
| 16                                                                                                        | 390    | 427 | \$120,687                                     | \$123,776 | \$126,941 | \$130,210 | \$133,554 | \$136,974 |
| 17                                                                                                        | 428    | 469 | \$125,514                                     | \$128,727 | \$132,022 | \$135,417 | \$138,888 | \$142,437 |
| 18                                                                                                        | 470    | 515 | \$132,964                                     | \$136,367 | \$139,852 | \$143,414 | \$147,078 | \$150,847 |
| 19                                                                                                        | 516    | 565 | \$138,187                                     | \$141,724 | \$145,363 | \$149,078 | \$152,926 | \$156,827 |
| 20                                                                                                        | 566    | 620 | \$143,594                                     | \$147,285 | \$151,057 | \$154,927 | \$158,905 | \$162,986 |
| 21                                                                                                        | 621    | 680 | \$149,339                                     | \$153,162 | \$157,085 | \$161,113 | \$165,248 | \$169,485 |
| 22                                                                                                        | 681    | 746 | \$155,216                                     | \$159,216 | \$163,298 | \$167,483 | \$171,772 | \$176,168 |
| 23                                                                                                        | 747    | 818 | \$161,348                                     | \$165,483 | \$169,718 | \$174,061 | \$178,532 | \$183,106 |
| 24                                                                                                        | 819    | 897 | \$167,666                                     | \$171,955 | \$176,373 | \$180,897 | \$185,525 | \$190,280 |
| 25                                                                                                        | 898    | 983 | \$174,267                                     | \$178,739 | \$183,314 | \$188,017 | \$192,827 | \$197,764 |

**APPENDIX B4**  
**STANDARD 42 WEEKLY HOURS**

EFFECTIVE October 1, 2025

| ANNUAL RATES OF PAY STANDARD 42 WEEKLY HOURS <b>EFFECTIVE October 1, 2025</b><br><b>3.00% INCREASE to the pay line.</b> |        |     |                                               |           |           |           |           |           |
|-------------------------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                               | Points |     | Annual Salary - October 1, 2025<br>2184 Hours |           |           |           |           |           |
|                                                                                                                         | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                                       | 92     | 101 | \$69,876                                      | \$71,670  | \$73,493  | \$75,368  | \$77,299  | \$79,282  |
| 2                                                                                                                       | 102    | 112 | \$72,125                                      | \$73,975  | \$75,879  | \$77,833  | \$79,845  | \$81,881  |
| 3                                                                                                                       | 113    | 124 | \$74,754                                      | \$76,682  | \$78,639  | \$80,650  | \$82,711  | \$84,830  |
| 4                                                                                                                       | 125    | 137 | \$77,139                                      | \$79,095  | \$81,133  | \$83,221  | \$85,366  | \$87,563  |
| 5                                                                                                                       | 138    | 151 | \$79,791                                      | \$81,855  | \$83,946  | \$86,090  | \$88,286  | \$90,539  |
| 6                                                                                                                       | 152    | 166 | \$82,230                                      | \$84,348  | \$86,519  | \$88,744  | \$91,024  | \$93,354  |
| 7                                                                                                                       | 167    | 183 | \$84,911                                      | \$87,108  | \$89,333  | \$91,610  | \$93,969  | \$96,354  |
| 8                                                                                                                       | 184    | 201 | \$87,698                                      | \$89,949  | \$92,254  | \$94,614  | \$97,052  | \$99,544  |
| 9                                                                                                                       | 202    | 221 | \$90,486                                      | \$92,790  | \$95,177  | \$97,613  | \$100,107 | \$102,682 |
| 10                                                                                                                      | 222    | 243 | \$93,354                                      | \$95,740  | \$98,204  | \$100,724 | \$103,297 | \$105,950 |
| 11                                                                                                                      | 244    | 267 | \$96,328                                      | \$98,795  | \$101,315 | \$103,915 | \$106,567 | \$109,302 |
| 12                                                                                                                      | 268    | 293 | \$108,255                                     | \$111,043 | \$113,883 | \$116,807 | \$119,808 | \$122,888 |
| 13                                                                                                                      | 294    | 322 | \$112,517                                     | \$115,412 | \$118,358 | \$121,389 | \$124,497 | \$127,715 |
| 14                                                                                                                      | 323    | 354 | \$117,127                                     | \$120,129 | \$123,211 | \$126,374 | \$129,616 | \$132,940 |
| 15                                                                                                                      | 355    | 389 | \$121,789                                     | \$124,899 | \$128,089 | \$131,386 | \$134,764 | \$138,220 |
| 16                                                                                                                      | 390    | 427 | \$120,687                                     | \$123,776 | \$126,941 | \$130,210 | \$133,554 | \$136,974 |
| 17                                                                                                                      | 428    | 469 | \$131,789                                     | \$135,165 | \$138,622 | \$142,187 | \$145,832 | \$149,558 |
| 18                                                                                                                      | 470    | 515 | \$139,610                                     | \$143,186 | \$146,843 | \$150,583 | \$154,432 | \$158,389 |
| 19                                                                                                                      | 516    | 565 | \$145,096                                     | \$148,808 | \$152,628 | \$156,534 | \$160,573 | \$164,668 |
| 20                                                                                                                      | 566    | 620 | \$150,773                                     | \$154,648 | \$158,608 | \$162,675 | \$166,851 | \$171,136 |
| 21                                                                                                                      | 621    | 680 | \$156,806                                     | \$160,819 | \$164,939 | \$169,171 | \$173,510 | \$177,960 |
| 22                                                                                                                      | 681    | 746 | \$163,002                                     | \$167,179 | \$171,464 | \$175,857 | \$180,361 | \$184,974 |
| 23                                                                                                                      | 747    | 818 | \$169,417                                     | \$173,754 | \$178,205 | \$182,764 | \$187,458 | \$192,262 |
| 24                                                                                                                      | 819    | 897 | \$176,049                                     | \$180,554 | \$185,193 | \$189,942 | \$194,800 | \$199,795 |
| 25                                                                                                                      | 898    | 983 | \$182,980                                     | \$187,676 | \$192,479 | \$197,420 | \$202,469 | \$207,655 |

**APPENDIX B5**  
**HOURLY RATES OF PAY**

EFFECTIVE October 1, 2026

| <b>HOURLY RATES OF PAY EFFECTIVE October 1, 2026</b><br><b>3.0% INCREASE to the pay line</b> |        |     |                               |         |         |         |         |         |
|----------------------------------------------------------------------------------------------|--------|-----|-------------------------------|---------|---------|---------|---------|---------|
| Pay Range                                                                                    | Points |     | Hourly Rate - October 1, 2026 |         |         |         |         |         |
|                                                                                              | Min    | Max | Step 1                        | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  |
| 1                                                                                            | 92     | 101 | \$32.94                       | \$33.81 | \$34.66 | \$35.56 | \$36.46 | \$37.39 |
| 2                                                                                            | 102    | 112 | \$34.01                       | \$34.90 | \$35.79 | \$36.71 | \$37.67 | \$38.63 |
| 3                                                                                            | 113    | 124 | \$35.26                       | \$36.17 | \$37.08 | \$38.04 | \$39.01 | \$40.01 |
| 4                                                                                            | 125    | 137 | \$36.38                       | \$37.30 | \$38.26 | \$39.24 | \$40.26 | \$41.30 |
| 5                                                                                            | 138    | 151 | \$37.63                       | \$38.61 | \$39.58 | \$40.60 | \$41.64 | \$42.70 |
| 6                                                                                            | 152    | 166 | \$38.78                       | \$39.77 | \$40.80 | \$41.85 | \$42.92 | \$44.04 |
| 7                                                                                            | 167    | 183 | \$40.05                       | \$41.09 | \$42.12 | \$43.20 | \$44.32 | \$45.43 |
| 8                                                                                            | 184    | 201 | \$41.36                       | \$42.43 | \$43.51 | \$44.60 | \$45.77 | \$46.94 |
| 9                                                                                            | 202    | 221 | \$42.68                       | \$43.76 | \$44.89 | \$46.03 | \$47.19 | \$48.43 |
| 10                                                                                           | 222    | 243 | \$44.04                       | \$45.16 | \$46.31 | \$47.51 | \$48.71 | \$49.98 |
| 11                                                                                           | 244    | 267 | \$45.42                       | \$46.61 | \$47.78 | \$49.03 | \$50.25 | \$51.56 |
| 12                                                                                           | 268    | 293 | \$51.04                       | \$52.38 | \$53.69 | \$55.09 | \$56.52 | \$57.97 |
| 13                                                                                           | 294    | 322 | \$53.08                       | \$54.43 | \$55.82 | \$57.26 | \$58.70 | \$60.22 |
| 14                                                                                           | 323    | 354 | \$55.24                       | \$56.66 | \$58.11 | \$59.60 | \$61.12 | \$62.69 |
| 15                                                                                           | 355    | 389 | \$57.43                       | \$58.93 | \$60.41 | \$61.95 | \$63.55 | \$65.18 |
| 16                                                                                           | 390    | 427 | \$59.77                       | \$61.29 | \$62.86 | \$64.48 | \$66.13 | \$67.84 |
| 17                                                                                           | 428    | 469 | \$62.16                       | \$63.74 | \$65.38 | \$67.06 | \$68.76 | \$70.53 |
| 18                                                                                           | 470    | 515 | \$65.84                       | \$67.53 | \$69.27 | \$71.02 | \$72.83 | \$74.71 |
| 19                                                                                           | 516    | 565 | \$68.44                       | \$70.20 | \$71.99 | \$73.83 | \$75.72 | \$77.65 |
| 20                                                                                           | 566    | 620 | \$71.10                       | \$72.92 | \$74.81 | \$76.72 | \$78.69 | \$80.71 |
| 21                                                                                           | 621    | 680 | \$73.94                       | \$75.86 | \$77.79 | \$79.78 | \$81.82 | \$83.92 |
| 22                                                                                           | 681    | 746 | \$76.87                       | \$78.84 | \$80.87 | \$82.95 | \$85.07 | \$87.25 |
| 23                                                                                           | 747    | 818 | \$79.89                       | \$81.94 | \$84.04 | \$86.20 | \$88.42 | \$90.66 |
| 24                                                                                           | 819    | 897 | \$83.04                       | \$85.15 | \$87.34 | \$89.58 | \$91.87 | \$94.22 |
| 25                                                                                           | 898    | 983 | \$86.30                       | \$88.51 | \$90.78 | \$93.10 | \$95.48 | \$97.93 |

## APPENDIX B6

### STANDARD 37.5 WEEKLY HOURS

EFFECTIVE October 1, 2026

| ANNUAL RATES OF PAY STANDARD 37.5 WEEKLY HOURS EFFECTIVE October 1, 2026<br>3.00% INCREASE to the pay line. |        |     |                                 |           |           |           |           |           |
|-------------------------------------------------------------------------------------------------------------|--------|-----|---------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                   | Points |     | Annual Salary - October 1, 2026 |           |           |           |           |           |
|                                                                                                             | Min    | Max | 1950 Hours                      |           |           |           |           |           |
|                                                                                                             |        |     | Step 1                          | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                           | 92     | 101 | \$64,259                        | \$65,911  | \$67,587  | \$69,313  | \$71,088  | \$72,911  |
| 2                                                                                                           | 102    | 112 | \$66,331                        | \$68,030  | \$69,782  | \$71,580  | \$73,429  | \$75,304  |
| 3                                                                                                           | 113    | 124 | \$68,745                        | \$70,521  | \$72,320  | \$74,170  | \$76,065  | \$78,013  |
| 4                                                                                                           | 125    | 137 | \$70,938                        | \$72,738  | \$74,612  | \$76,534  | \$78,507  | \$80,528  |
| 5                                                                                                           | 138    | 151 | \$73,380                        | \$75,278  | \$77,200  | \$79,172  | \$81,193  | \$83,264  |
| 6                                                                                                           | 152    | 166 | \$75,622                        | \$77,571  | \$79,566  | \$81,614  | \$83,707  | \$85,852  |
| 7                                                                                                           | 167    | 183 | \$78,089                        | \$80,110  | \$82,154  | \$84,250  | \$86,419  | \$88,613  |
| 8                                                                                                           | 184    | 201 | \$80,652                        | \$82,719  | \$84,841  | \$87,009  | \$89,255  | \$91,545  |
| 9                                                                                                           | 202    | 221 | \$83,212                        | \$85,333  | \$87,528  | \$89,770  | \$92,063  | \$94,430  |
| 10                                                                                                          | 222    | 243 | \$85,852                        | \$88,046  | \$90,312  | \$92,630  | \$94,998  | \$97,436  |
| 11                                                                                                          | 244    | 267 | \$88,589                        | \$90,855  | \$93,171  | \$95,565  | \$98,004  | \$100,517 |
| 12                                                                                                          | 268    | 293 | \$99,556                        | \$102,120 | \$104,733 | \$107,418 | \$110,180 | \$113,016 |
| 13                                                                                                          | 294    | 322 | \$103,476                       | \$106,139 | \$108,849 | \$111,634 | \$114,494 | \$117,452 |
| 14                                                                                                          | 323    | 354 | \$107,714                       | \$110,476 | \$113,310 | \$116,219 | \$119,202 | \$122,257 |
| 15                                                                                                          | 355    | 389 | \$112,003                       | \$114,864 | \$117,798 | \$120,828 | \$123,933 | \$127,115 |
| 16                                                                                                          | 390    | 427 | \$116,540                       | \$119,523 | \$122,580 | \$125,736 | \$128,962 | \$132,265 |
| 17                                                                                                          | 428    | 469 | \$121,199                       | \$124,304 | \$127,484 | \$130,762 | \$134,115 | \$137,539 |
| 18                                                                                                          | 470    | 515 | \$128,392                       | \$131,680 | \$135,042 | \$138,484 | \$142,022 | \$145,662 |
| 19                                                                                                          | 516    | 565 | \$133,437                       | \$136,851 | \$140,366 | \$143,955 | \$147,671 | \$151,435 |
| 20                                                                                                          | 566    | 620 | \$138,658                       | \$142,222 | \$145,863 | \$149,602 | \$153,443 | \$157,382 |
| 21                                                                                                          | 621    | 680 | \$144,206                       | \$147,896 | \$151,685 | \$155,578 | \$159,568 | \$163,658 |
| 22                                                                                                          | 681    | 746 | \$149,905                       | \$153,744 | \$157,685 | \$161,726 | \$165,867 | \$170,111 |
| 23                                                                                                          | 747    | 818 | \$155,803                       | \$159,794 | \$163,886 | \$168,077 | \$172,393 | \$176,812 |
| 24                                                                                                          | 819    | 897 | \$161,901                       | \$166,044 | \$170,312 | \$174,679 | \$179,146 | \$183,739 |
| 25                                                                                                          | 898    | 983 | \$168,277                       | \$172,595 | \$177,012 | \$181,556 | \$186,200 | \$190,970 |

## APPENDIX B7

### STANDARD 40 WEEKLY HOURS

EFFECTIVE October 1, 2026

| ANNUAL RATES OF PAY STANDARD 40 WEEKLY HOURS EFFECTIVE October 1, 2026<br>3.00% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|-----------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                 | Points |     | Annual Salary - October 1, 2026<br>2080 Hours |           |           |           |           |           |
|                                                                                                           | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                         | 92     | 101 | \$68,544                                      | \$70,305  | \$72,092  | \$73,933  | \$75,825  | \$77,770  |
| 2                                                                                                         | 102    | 112 | \$70,754                                      | \$72,567  | \$74,433  | \$76,352  | \$78,324  | \$80,322  |
| 3                                                                                                         | 113    | 124 | \$73,327                                      | \$75,223  | \$77,141  | \$79,112  | \$81,138  | \$83,212  |
| 4                                                                                                         | 125    | 137 | \$75,669                                      | \$77,589  | \$79,587  | \$81,636  | \$83,740  | \$85,898  |
| 5                                                                                                         | 138    | 151 | \$78,271                                      | \$80,294  | \$82,347  | \$84,451  | \$86,606  | \$88,813  |
| 6                                                                                                         | 152    | 166 | \$80,663                                      | \$82,744  | \$84,869  | \$87,053  | \$89,286  | \$91,575  |
| 7                                                                                                         | 167    | 183 | \$83,292                                      | \$85,449  | \$87,630  | \$89,866  | \$92,179  | \$94,520  |
| 8                                                                                                         | 184    | 201 | \$86,029                                      | \$88,236  | \$90,497  | \$92,810  | \$95,204  | \$97,649  |
| 9                                                                                                         | 202    | 221 | \$88,762                                      | \$91,023  | \$93,363  | \$95,757  | \$98,202  | \$100,725 |
| 10                                                                                                        | 222    | 243 | \$91,575                                      | \$93,916  | \$96,335  | \$98,805  | \$101,329 | \$103,931 |
| 11                                                                                                        | 244    | 267 | \$94,494                                      | \$96,914  | \$99,383  | \$101,936 | \$104,538 | \$107,218 |
| 12                                                                                                        | 268    | 293 | \$106,193                                     | \$108,928 | \$111,715 | \$114,580 | \$117,527 | \$120,550 |
| 13                                                                                                        | 294    | 322 | \$110,374                                     | \$113,214 | \$116,106 | \$119,076 | \$122,127 | \$125,283 |
| 14                                                                                                        | 323    | 354 | \$114,897                                     | \$117,841 | \$120,864 | \$123,967 | \$127,149 | \$130,409 |
| 15                                                                                                        | 355    | 389 | \$119,470                                     | \$122,520 | \$125,649 | \$128,885 | \$132,196 | \$135,588 |
| 16                                                                                                        | 390    | 427 | \$124,308                                     | \$127,489 | \$130,750 | \$134,116 | \$137,561 | \$141,083 |
| 17                                                                                                        | 428    | 469 | \$129,279                                     | \$132,589 | \$135,983 | \$139,480 | \$143,055 | \$146,710 |
| 18                                                                                                        | 470    | 515 | \$136,953                                     | \$140,458 | \$144,048 | \$147,717 | \$151,490 | \$155,372 |
| 19                                                                                                        | 516    | 565 | \$142,332                                     | \$145,976 | \$149,724 | \$153,550 | \$157,514 | \$161,532 |
| 20                                                                                                        | 566    | 620 | \$147,902                                     | \$151,703 | \$155,588 | \$159,575 | \$163,672 | \$167,879 |
| 21                                                                                                        | 621    | 680 | \$153,819                                     | \$157,757 | \$161,798 | \$165,946 | \$170,205 | \$174,570 |
| 22                                                                                                        | 681    | 746 | \$159,898                                     | \$163,993 | \$168,197 | \$172,508 | \$176,925 | \$181,453 |
| 23                                                                                                        | 747    | 818 | \$166,189                                     | \$170,447 | \$174,810 | \$179,283 | \$183,888 | \$188,599 |
| 24                                                                                                        | 819    | 897 | \$172,696                                     | \$177,114 | \$181,664 | \$186,324 | \$191,090 | \$195,989 |
| 25                                                                                                        | 898    | 983 | \$179,495                                     | \$184,101 | \$188,814 | \$193,658 | \$198,612 | \$203,697 |

## APPENDIX B8

### STANDARD 42 WEEKLY HOURS

EFFECTIVE October 1, 2026

| ANNUAL RATES OF PAY STANDARD 42 WEEKLY HOURS <b>EFFECTIVE October 1, 2026</b><br>3.00% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|------------------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                        | Points |     | Annual Salary - October 1, 2026<br>2184 Hours |           |           |           |           |           |
|                                                                                                                  | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                                | 92     | 101 | \$71,973                                      | \$73,821  | \$75,697  | \$77,629  | \$79,618  | \$81,661  |
| 2                                                                                                                | 102    | 112 | \$74,288                                      | \$76,194  | \$78,155  | \$80,168  | \$82,240  | \$84,337  |
| 3                                                                                                                | 113    | 124 | \$76,997                                      | \$78,983  | \$80,999  | \$83,070  | \$85,192  | \$87,375  |
| 4                                                                                                                | 125    | 137 | \$79,453                                      | \$81,468  | \$83,567  | \$85,718  | \$87,927  | \$90,190  |
| 5                                                                                                                | 138    | 151 | \$82,185                                      | \$84,311  | \$86,464  | \$88,673  | \$90,935  | \$93,255  |
| 6                                                                                                                | 152    | 166 | \$84,697                                      | \$86,878  | \$89,115  | \$91,406  | \$93,755  | \$96,155  |
| 7                                                                                                                | 167    | 183 | \$87,458                                      | \$89,721  | \$92,013  | \$94,359  | \$96,788  | \$99,245  |
| 8                                                                                                                | 184    | 201 | \$90,329                                      | \$92,647  | \$95,022  | \$97,452  | \$99,963  | \$102,531 |
| 9                                                                                                                | 202    | 221 | \$93,200                                      | \$95,573  | \$98,032  | \$100,541 | \$103,110 | \$105,762 |
| 10                                                                                                               | 222    | 243 | \$96,155                                      | \$98,612  | \$101,150 | \$103,745 | \$106,396 | \$109,128 |
| 11                                                                                                               | 244    | 267 | \$99,217                                      | \$101,758 | \$104,354 | \$107,032 | \$109,764 | \$112,581 |
| 12                                                                                                               | 268    | 293 | \$111,503                                     | \$114,375 | \$117,299 | \$120,311 | \$123,402 | \$126,575 |
| 13                                                                                                               | 294    | 322 | \$115,893                                     | \$118,874 | \$121,909 | \$125,030 | \$128,232 | \$131,546 |
| 14                                                                                                               | 323    | 354 | \$120,641                                     | \$123,733 | \$126,907 | \$130,165 | \$133,505 | \$136,928 |
| 15                                                                                                               | 355    | 389 | \$125,443                                     | \$128,646 | \$131,931 | \$135,327 | \$138,807 | \$142,366 |
| 16                                                                                                               | 390    | 427 | \$130,526                                     | \$133,863 | \$137,287 | \$140,822 | \$144,437 | \$148,136 |
| 17                                                                                                               | 428    | 469 | \$135,742                                     | \$139,220 | \$142,780 | \$146,453 | \$150,206 | \$154,045 |
| 18                                                                                                               | 470    | 515 | \$143,799                                     | \$147,482 | \$151,248 | \$155,100 | \$159,065 | \$163,141 |
| 19                                                                                                               | 516    | 565 | \$149,449                                     | \$153,272 | \$157,207 | \$161,230 | \$165,390 | \$169,608 |
| 20                                                                                                               | 566    | 620 | \$155,297                                     | \$159,288 | \$163,366 | \$167,555 | \$171,856 | \$176,270 |
| 21                                                                                                               | 621    | 680 | \$161,510                                     | \$165,644 | \$169,887 | \$174,246 | \$178,715 | \$183,299 |
| 22                                                                                                               | 681    | 746 | \$167,892                                     | \$172,195 | \$176,608 | \$181,133 | \$185,772 | \$190,523 |
| 23                                                                                                               | 747    | 818 | \$174,500                                     | \$178,966 | \$183,552 | \$188,247 | \$193,082 | \$198,030 |
| 24                                                                                                               | 819    | 897 | \$181,330                                     | \$185,970 | \$190,749 | \$195,641 | \$200,644 | \$205,789 |
| 25                                                                                                               | 898    | 983 | \$188,469                                     | \$193,307 | \$198,254 | \$203,343 | \$208,543 | \$213,885 |

## APPENDIX B9

### HOURLY RATES OF PAY

EFFECTIVE October 1, 2027

| HOURLY RATES OF PAY <b>EFFECTIVE October 1, 2027</b><br><b>2.50% INCREASE to the pay line</b> |        |     |         |         |         |                               |         |          |
|-----------------------------------------------------------------------------------------------|--------|-----|---------|---------|---------|-------------------------------|---------|----------|
| Pay Range                                                                                     | Points |     |         |         |         | Hourly Rate - October 1, 2027 |         |          |
|                                                                                               | Min    | Max | Step 1  | Step 2  | Step 3  | Step 4                        | Step 5  | Step 6   |
| 1                                                                                             | 92     | 101 | \$33.76 | \$34.66 | \$35.53 | \$36.45                       | \$37.37 | \$38.32  |
| 2                                                                                             | 102    | 112 | \$34.86 | \$35.77 | \$36.68 | \$37.63                       | \$38.61 | \$39.60  |
| 3                                                                                             | 113    | 124 | \$36.14 | \$37.07 | \$38.01 | \$38.99                       | \$39.99 | \$41.01  |
| 4                                                                                             | 125    | 137 | \$37.29 | \$38.23 | \$39.22 | \$40.22                       | \$41.27 | \$42.33  |
| 5                                                                                             | 138    | 151 | \$38.57 | \$39.58 | \$40.57 | \$41.62                       | \$42.68 | \$43.77  |
| 6                                                                                             | 152    | 166 | \$39.75 | \$40.76 | \$41.82 | \$42.90                       | \$43.99 | \$45.14  |
| 7                                                                                             | 167    | 183 | \$41.05 | \$42.12 | \$43.17 | \$44.28                       | \$45.43 | \$46.57  |
| 8                                                                                             | 184    | 201 | \$42.39 | \$43.49 | \$44.60 | \$45.72                       | \$46.91 | \$48.11  |
| 9                                                                                             | 202    | 221 | \$43.75 | \$44.85 | \$46.01 | \$47.18                       | \$48.37 | \$49.64  |
| 10                                                                                            | 222    | 243 | \$45.14 | \$46.29 | \$47.47 | \$48.70                       | \$49.93 | \$51.23  |
| 11                                                                                            | 244    | 267 | \$46.56 | \$47.78 | \$48.97 | \$50.26                       | \$51.51 | \$52.85  |
| 12                                                                                            | 268    | 293 | \$52.32 | \$53.69 | \$55.03 | \$56.47                       | \$57.93 | \$59.42  |
| 13                                                                                            | 294    | 322 | \$54.41 | \$55.79 | \$57.22 | \$58.69                       | \$60.17 | \$61.73  |
| 14                                                                                            | 323    | 354 | \$56.62 | \$58.08 | \$59.56 | \$61.09                       | \$62.65 | \$64.26  |
| 15                                                                                            | 355    | 389 | \$58.87 | \$60.40 | \$61.92 | \$63.50                       | \$65.14 | \$66.81  |
| 16                                                                                            | 390    | 427 | \$61.26 | \$62.82 | \$64.43 | \$66.09                       | \$67.78 | \$69.54  |
| 17                                                                                            | 428    | 469 | \$63.71 | \$65.33 | \$67.01 | \$68.74                       | \$70.48 | \$72.29  |
| 18                                                                                            | 470    | 515 | \$67.49 | \$69.22 | \$71.00 | \$72.80                       | \$74.65 | \$76.58  |
| 19                                                                                            | 516    | 565 | \$70.15 | \$71.96 | \$73.79 | \$75.68                       | \$77.61 | \$79.59  |
| 20                                                                                            | 566    | 620 | \$72.88 | \$74.74 | \$76.68 | \$78.64                       | \$80.66 | \$82.73  |
| 21                                                                                            | 621    | 680 | \$75.79 | \$77.78 | \$79.73 | \$81.77                       | \$83.87 | \$86.02  |
| 22                                                                                            | 681    | 746 | \$78.79 | \$80.81 | \$82.89 | \$85.02                       | \$87.20 | \$89.43  |
| 23                                                                                            | 747    | 818 | \$81.89 | \$83.99 | \$86.14 | \$88.36                       | \$90.63 | \$92.93  |
| 24                                                                                            | 819    | 897 | \$85.12 | \$87.28 | \$89.52 | \$91.82                       | \$94.17 | \$96.58  |
| 25                                                                                            | 898    | 983 | \$88.46 | \$90.72 | \$93.05 | \$95.43                       | \$97.87 | \$100.38 |

# APPENDIX B10

## STANDARD 37.5 WEEKLY HOURS

EFFECTIVE October 1, 2027

| ANNUAL RATES OF PAY STANDARD 37.5 WEEKLY HOURS EFFECTIVE October 1, 2027<br>2.50% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|-------------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                   | Points |     | Annual Salary - October 1, 2027<br>1950 Hours |           |           |           |           |           |
|                                                                                                             | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                           | 92     | 101 | \$65,865                                      | \$67,558  | \$69,276  | \$71,046  | \$72,865  | \$74,734  |
| 2                                                                                                           | 102    | 112 | \$67,989                                      | \$69,731  | \$71,526  | \$73,369  | \$75,265  | \$77,186  |
| 3                                                                                                           | 113    | 124 | \$70,464                                      | \$72,284  | \$74,129  | \$76,024  | \$77,967  | \$79,964  |
| 4                                                                                                           | 125    | 137 | \$72,712                                      | \$74,557  | \$76,477  | \$78,448  | \$80,469  | \$82,541  |
| 5                                                                                                           | 138    | 151 | \$75,215                                      | \$77,160  | \$79,130  | \$81,151  | \$83,223  | \$85,345  |
| 6                                                                                                           | 152    | 166 | \$77,513                                      | \$79,510  | \$81,556  | \$83,654  | \$85,800  | \$87,999  |
| 7                                                                                                           | 167    | 183 | \$80,041                                      | \$82,112  | \$84,208  | \$86,357  | \$88,579  | \$90,828  |
| 8                                                                                                           | 184    | 201 | \$82,668                                      | \$84,787  | \$86,962  | \$89,184  | \$91,486  | \$93,834  |
| 9                                                                                                           | 202    | 221 | \$85,292                                      | \$87,467  | \$89,717  | \$92,014  | \$94,364  | \$96,790  |
| 10                                                                                                          | 222    | 243 | \$87,999                                      | \$90,247  | \$92,570  | \$94,946  | \$97,373  | \$99,872  |
| 11                                                                                                          | 244    | 267 | \$90,804                                      | \$93,127  | \$95,501  | \$97,954  | \$100,454 | \$103,030 |
| 12                                                                                                          | 268    | 293 | \$102,045                                     | \$104,673 | \$107,351 | \$110,104 | \$112,934 | \$115,841 |
| 13                                                                                                          | 294    | 322 | \$106,063                                     | \$108,792 | \$111,571 | \$114,425 | \$117,357 | \$120,389 |
| 14                                                                                                          | 323    | 354 | \$110,407                                     | \$113,238 | \$116,143 | \$119,125 | \$122,182 | \$125,313 |
| 15                                                                                                          | 355    | 389 | \$114,804                                     | \$117,735 | \$120,743 | \$123,849 | \$127,032 | \$130,293 |
| 16                                                                                                          | 390    | 427 | \$119,453                                     | \$122,511 | \$125,644 | \$128,879 | \$132,186 | \$135,571 |
| 17                                                                                                          | 428    | 469 | \$124,229                                     | \$127,411 | \$130,671 | \$134,031 | \$137,468 | \$140,978 |
| 18                                                                                                          | 470    | 515 | \$131,602                                     | \$134,972 | \$138,418 | \$141,946 | \$145,572 | \$149,303 |
| 19                                                                                                          | 516    | 565 | \$136,773                                     | \$140,272 | \$143,875 | \$147,553 | \$151,363 | \$155,221 |
| 20                                                                                                          | 566    | 620 | \$142,124                                     | \$145,778 | \$149,510 | \$153,342 | \$157,279 | \$161,317 |
| 21                                                                                                          | 621    | 680 | \$147,811                                     | \$151,593 | \$155,477 | \$159,467 | \$163,557 | \$167,749 |
| 22                                                                                                          | 681    | 746 | \$153,653                                     | \$157,587 | \$161,627 | \$165,769 | \$170,014 | \$174,364 |
| 23                                                                                                          | 747    | 818 | \$159,698                                     | \$163,789 | \$167,983 | \$172,279 | \$176,703 | \$181,232 |
| 24                                                                                                          | 819    | 897 | \$165,948                                     | \$170,195 | \$174,569 | \$179,046 | \$183,624 | \$188,333 |
| 25                                                                                                          | 898    | 983 | \$172,484                                     | \$176,910 | \$181,438 | \$186,095 | \$190,855 | \$195,745 |

# APPENDIX B11

## STANDARD 40 WEEKLY HOURS

EFFECTIVE October 1, 2027

| ANNUAL RATES OF PAY STANDARD 40 WEEKLY HOURS EFFECTIVE October 1, 2027<br>2.50% INCREASE to the pay line. |        |     |                                               |           |           |           |           |           |
|-----------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                 | Points |     | Annual Salary - October 1, 2027<br>2080 Hours |           |           |           |           |           |
|                                                                                                           | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                         | 92     | 101 | \$70,257                                      | \$72,062  | \$73,895  | \$75,781  | \$77,720  | \$79,715  |
| 2                                                                                                         | 102    | 112 | \$72,522                                      | \$74,381  | \$76,294  | \$78,261  | \$80,282  | \$82,330  |
| 3                                                                                                         | 113    | 124 | \$75,160                                      | \$77,104  | \$79,070  | \$81,090  | \$83,166  | \$85,292  |
| 4                                                                                                         | 125    | 137 | \$77,560                                      | \$79,529  | \$81,576  | \$83,677  | \$85,834  | \$88,045  |
| 5                                                                                                         | 138    | 151 | \$80,228                                      | \$82,302  | \$84,406  | \$86,562  | \$88,771  | \$91,034  |
| 6                                                                                                         | 152    | 166 | \$82,680                                      | \$84,812  | \$86,991  | \$89,230  | \$91,519  | \$93,864  |
| 7                                                                                                         | 167    | 183 | \$85,375                                      | \$87,585  | \$89,821  | \$92,112  | \$94,484  | \$96,883  |
| 8                                                                                                         | 184    | 201 | \$88,180                                      | \$90,442  | \$92,759  | \$95,130  | \$97,584  | \$100,091 |
| 9                                                                                                         | 202    | 221 | \$90,981                                      | \$93,299  | \$95,698  | \$98,151  | \$100,657 | \$103,243 |
| 10                                                                                                        | 222    | 243 | \$93,864                                      | \$96,264  | \$98,743  | \$101,275 | \$103,862 | \$106,529 |
| 11                                                                                                        | 244    | 267 | \$96,857                                      | \$99,337  | \$101,868 | \$104,484 | \$107,151 | \$109,898 |
| 12                                                                                                        | 268    | 293 | \$108,848                                     | \$111,651 | \$114,508 | \$117,445 | \$120,465 | \$123,564 |
| 13                                                                                                        | 294    | 322 | \$113,133                                     | \$116,044 | \$119,009 | \$122,053 | \$125,180 | \$128,415 |
| 14                                                                                                        | 323    | 354 | \$117,769                                     | \$120,787 | \$123,886 | \$127,066 | \$130,328 | \$133,669 |
| 15                                                                                                        | 355    | 389 | \$122,457                                     | \$125,583 | \$128,790 | \$132,107 | \$135,500 | \$138,978 |
| 16                                                                                                        | 390    | 427 | \$127,415                                     | \$130,677 | \$134,018 | \$137,469 | \$141,000 | \$144,610 |
| 17                                                                                                        | 428    | 469 | \$132,511                                     | \$135,904 | \$139,383 | \$142,967 | \$146,631 | \$150,377 |
| 18                                                                                                        | 470    | 515 | \$140,376                                     | \$143,969 | \$147,649 | \$151,409 | \$155,277 | \$159,256 |
| 19                                                                                                        | 516    | 565 | \$145,891                                     | \$149,625 | \$153,467 | \$157,389 | \$161,452 | \$165,570 |
| 20                                                                                                        | 566    | 620 | \$151,600                                     | \$155,496 | \$159,478 | \$163,565 | \$167,764 | \$172,073 |
| 21                                                                                                        | 621    | 680 | \$157,664                                     | \$161,701 | \$165,843 | \$170,095 | \$174,461 | \$178,934 |
| 22                                                                                                        | 681    | 746 | \$163,895                                     | \$168,093 | \$172,402 | \$176,820 | \$181,348 | \$185,989 |
| 23                                                                                                        | 747    | 818 | \$170,344                                     | \$174,709 | \$179,180 | \$183,765 | \$188,485 | \$193,314 |
| 24                                                                                                        | 819    | 897 | \$177,014                                     | \$181,542 | \$186,206 | \$190,982 | \$195,868 | \$200,888 |
| 25                                                                                                        | 898    | 983 | \$183,982                                     | \$188,704 | \$193,534 | \$198,499 | \$203,577 | \$208,789 |

## APPENDIX B12

### STANDARD 42 WEEKLY HOURS

EFFECTIVE October 1, 2027

| ANNUAL RATES OF PAY STANDARD 42 WEEKLY HOURS <b>EFFECTIVE October 1, 2027</b><br><b>2.50% INCREASE to the pay line.</b> |        |     |                                               |           |           |           |           |           |
|-------------------------------------------------------------------------------------------------------------------------|--------|-----|-----------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Pay Range                                                                                                               | Points |     | Annual Salary - October 1, 2027<br>2184 Hours |           |           |           |           |           |
|                                                                                                                         | Min    | Max | Step 1                                        | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    |
| 1                                                                                                                       | 92     | 101 | \$73,772                                      | \$75,666  | \$77,590  | \$79,570  | \$81,609  | \$83,702  |
| 2                                                                                                                       | 102    | 112 | \$76,146                                      | \$78,099  | \$80,109  | \$82,172  | \$84,296  | \$86,446  |
| 3                                                                                                                       | 113    | 124 | \$78,922                                      | \$80,958  | \$83,024  | \$85,146  | \$87,322  | \$89,559  |
| 4                                                                                                                       | 125    | 137 | \$81,439                                      | \$83,504  | \$85,656  | \$87,860  | \$90,126  | \$92,445  |
| 5                                                                                                                       | 138    | 151 | \$84,239                                      | \$86,419  | \$88,626  | \$90,890  | \$93,208  | \$95,587  |
| 6                                                                                                                       | 152    | 166 | \$86,814                                      | \$89,050  | \$91,342  | \$93,691  | \$96,099  | \$98,559  |
| 7                                                                                                                       | 167    | 183 | \$89,645                                      | \$91,964  | \$94,313  | \$96,718  | \$99,208  | \$101,726 |
| 8                                                                                                                       | 184    | 201 | \$92,588                                      | \$94,964  | \$97,397  | \$99,888  | \$102,462 | \$105,094 |
| 9                                                                                                                       | 202    | 221 | \$95,530                                      | \$97,963  | \$100,483 | \$103,055 | \$105,688 | \$108,406 |
| 10                                                                                                                      | 222    | 243 | \$98,559                                      | \$101,077 | \$103,679 | \$106,339 | \$109,055 | \$111,857 |
| 11                                                                                                                      | 244    | 267 | \$101,698                                     | \$104,302 | \$106,963 | \$109,708 | \$112,508 | \$115,395 |
| 12                                                                                                                      | 268    | 293 | \$114,290                                     | \$117,234 | \$120,232 | \$123,319 | \$126,487 | \$129,739 |
| 13                                                                                                                      | 294    | 322 | \$118,790                                     | \$121,846 | \$124,957 | \$128,156 | \$131,438 | \$134,835 |
| 14                                                                                                                      | 323    | 354 | \$123,657                                     | \$126,826 | \$130,080 | \$133,419 | \$136,842 | \$140,351 |
| 15                                                                                                                      | 355    | 389 | \$128,579                                     | \$131,862 | \$135,230 | \$138,711 | \$142,277 | \$145,926 |
| 16                                                                                                                      | 390    | 427 | \$133,789                                     | \$137,210 | \$140,719 | \$144,342 | \$148,048 | \$151,839 |
| 17                                                                                                                      | 428    | 469 | \$139,136                                     | \$142,700 | \$146,350 | \$150,114 | \$153,962 | \$157,896 |
| 18                                                                                                                      | 470    | 515 | \$147,394                                     | \$151,169 | \$155,029 | \$158,978 | \$163,042 | \$167,219 |
| 19                                                                                                                      | 516    | 565 | \$153,185                                     | \$157,104 | \$161,138 | \$165,261 | \$169,525 | \$173,848 |
| 20                                                                                                                      | 566    | 620 | \$159,179                                     | \$163,270 | \$167,450 | \$171,744 | \$176,153 | \$180,676 |
| 21                                                                                                                      | 621    | 680 | \$165,548                                     | \$169,785 | \$174,134 | \$178,603 | \$183,183 | \$187,882 |
| 22                                                                                                                      | 681    | 746 | \$172,089                                     | \$176,500 | \$181,023 | \$185,661 | \$190,416 | \$195,286 |
| 23                                                                                                                      | 747    | 818 | \$178,863                                     | \$183,441 | \$188,140 | \$192,953 | \$197,909 | \$202,980 |
| 24                                                                                                                      | 819    | 897 | \$185,863                                     | \$190,620 | \$195,517 | \$200,532 | \$205,660 | \$210,934 |
| 25                                                                                                                      | 898    | 983 | \$193,181                                     | \$198,139 | \$203,210 | \$208,426 | \$213,757 | \$219,232 |

