

PROPOSAL TO RENEW COLLECTIVE AGREEMENT

GOVERNMENT OF NUNAVUT

AUGUST 26, 2014

The Employer Bargaining Committee has the authority to negotiate a collective agreement, subject to ratification by its principals.

The Employer Bargaining Committee's Chief Negotiator is responsible for confirming agreement on issues that are discussed during bargaining.

The Employer proposes that all items agreed to be signed off by both parties as negotiations proceed.

The Employer proposes that the parties agree to keep negotiations out of the media. The parties would issue joint press releases at the conclusion of each round of negotiations.

The Employer proposal has been separated into two parts.

The first part contains housekeeping proposals.

These proposals are intended to simplify the Collective Agreement, to use defined terms consistently and to update certain references in the Collective Agreement.

None of these proposals change the effect or application of the provisions.

The second part of the proposal contains substantive changes proposed by the Employer.

HOUSEKEEPING PROPOSALS

Various Articles

Change references to Workers Compensation Board to **Workers' Safety and Compensation Commission** wherever it appears, (including 21.02, 21.03, Group 4 Article 5 (a), (d) (e)).

Article 12.06(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., ~~41(1.7)(a), 41(1.7)(d) legal officer, and 41(1.7)(h)~~. **55(8)(a), 55(8)(d) legal officer, and 55(8)(h)**).

Article 18.03 (c)

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

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

Article 21.04(b)(i)

After completion of 6 months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to ~~Section 22 the Employment Insurance Act~~, shall be paid a maternity leave allowance.

Article 21.09 (k)

An employee approved for Compassionate Care leave will not have their position offered to another employee unless the ~~Employee~~ **Employer** offers the employee an alternative equivalent position in the community.

Article 34.04

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

Article 35.08 (a)

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

Article 40.15 (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 ~~Human Resources~~ **Finance**, or designate.

Article 52.05 (c)

~~MOU #12~~ **#10**: Relief employees who are on staff as of December 1 in each year, and who have a minimum of three (3) years of continuous service with the Government of Nunavut shall be entitled to receive an annual continuous service bonus at the scheduled rates, pro-rated to a percentage of the number of regular hours that the employee has worked in the twelve months immediately prior to December 1 of each year to a maximum of 100%

Article 52.07

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

MOU #6 - Violence in the Workplace.

Delete MOU #6.

MOU #7 - Workplace Harassment and Workplace Conflict Resolution

Delete MOU #7.

MOU #11 – Group 2 Union-Employer Committee

Delete MOU #11.

Group 4, Various

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

Group 4 11(g)

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

Group 5, 1

All of the provisions of the Collective Agreement shall apply to ~~the health care employees of the Department of Health and Social Services~~ **employed at hospital and health care facilities, institutional nurses at Correctional Centres and dental therapists except as modified by this Appendix.** In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.

Group 5, 2 (oo)

“Week” for the purposes of this Agreement shall be deemed to commence ~~and~~ at 0000 hours on Saturday to 2400 hours on Friday for the Qikiqtani General Hospital.

Group 5, 2(d)

~~(d) "Certified Nursing Assistant" means a person who is registered pursuant to the *Certified Nursing Assistants Act*.~~

Re-number rest of subparagraphs in Clause 2.

Group 5, 2(g)

~~“Midwife” is a person who is registered as a midwife in a Canadian province or territory where midwifery is recognized by law~~ **means a person who is registered pursuant to the *Midwifery Profession Act*.**

Group 5, 8

Notice of Termination

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

Group 5, 10, 1st para.

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*.

Group 6

Delete references to **Classroom Assistants** and replace with **Student Support Assistants**.

Appendix B

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

- ~~Employees whose March 31, 1998 salaries are less than or equal to the salaries on the new pay schedule will be placed on the new pay schedule at the steps on the new pay ranges that correspond to the steps on the old pay ranges (e.g. If the employee is currently at step 3, the employee will be placed at step 3 on the appropriate pay range on the new schedule.)~~
- ~~Employees whose March 31, 1998 salaries are greater than the salaries on the new pay schedules will have their current salary level protected by a "conversion salary". This "conversion salary" will make up the difference between their March 31, 1998 salary and their salary on the new pay plan and will be received in addition to their base salary. As employees progress through the steps on the new grid this "conversion salary" will continue to be added to their base salary.~~

Note:

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

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

SUBSTANTIVE PROPOSALS

Article 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.~~

Renumber remainder of clauses in Article.

Article 17.05

~~(a) Special and annual 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.~~

~~(b) An employee's entitlement to special and annual leave will be converted from days to hours as follows:~~

~~(i) Employees whose class code in Appendix B specifies 40 hour work week will have their entitlement to special and annual leave multiplied by 8.~~

~~(ii) Employees whose class code in Appendix B specifies a 37.5 hour work week will have their entitlement to special and annual leave multiplied by 7.5.~~

~~(iii) Employees whose class code in Appendix B specifies a 42 hour work week will have their entitlement to special and annual leave multiplied by 8.4.~~

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

(b) All leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

Article 18.01(a)

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

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

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

Article 20.02

~~Subject to Clause (a) and (b) below, and to the remainder of this Article, a~~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 his/her 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.~~

Article 23

To be discussed

Article 24.02(d)(i)

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

Article 24.06(a)

To Be Discussed

Article 26

To Be Discussed

Article 27

To Be Discussed

Article 28

To Be Discussed

Article 28.01(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.

New Article – to be inserted following Article 28:

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 call received between 2300 hours and 0700 hours, at time and one-half times (1 ½) his or her regular straight time hourly rate, or equivalent time in lieu, per call 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 calls 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 call will be treated for those purposes as a continuation of that earlier call.

Renumber remainder of Articles

Article 35.22(a)

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

(i) Main Arbitrators:

Richard Brown
~~Philip Chodes~~
~~Merley Gorsky~~
Paula Knopf
William Kaplan
Mort Mitchnik

(ii) Supplementary Arbitrators:

Rod Germaine
~~David Kates~~
Lyle Kanee

Article 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 his/her desire to do so by March 15, 2007.~~

Article 39.04

~~If an employee chooses the lump sum option in Article 39.03 and terminates employment prior to March 31, he/she shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.~~

Article 39.05

~~Employees who are hired after April 1, and choose the lump sum option in Article 39.03 shall, on March 31, receive the Nunavut Northern Allowance on a prorated basis from the date of hire until March 31.~~

Article 40.20(c)

To be eligible for removal on termination, a term employee must complete his/her full term of employment.

Article 41.06(a)

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.

No meal expenses may be claimed where meals are made available to an employee on duty travel at no additional expense to him/her.

Article 55.01

To Be Discussed

Group 2

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.**
 - a. ~~For the Baffin Correctional Centre, Correctional Officers, Senior Correctional Officers and Correctional Supervisors;~~
 - b. ~~For Employees at Nunavut Women's Correctional Centre, Correctional Caseworkers;~~
 - e. ~~For Employees at the Ilavut Centre, Caseworkers;~~
 - d. ~~For Employees at the Isumaqsunngittukkuvik Youth Facility, Youth Workers and Senior Youth Workers; and~~
 - e. ~~For Employees at the Uttaqivik Facility, Caseworkers.~~
2. Designated Paid Holidays
 - (a) **This Clause applies only to full time indeterminate and term employees whose regular work week is not Monday to Friday inclusive and whose shift schedule requires the employee to regularly work designated paid holidays:**
 - (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.

(b) Employees who do not come within paragraph (a) shall have Designated Paid Holidays paid in accordance with Article 15.

~~Designated Paid Holidays will be paid according to Article 15.~~

3. Schedule Shifts

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

4. 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.

5. 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, he/she shall receive overtime pay for hours worked.**

6. 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.

~~7. Institutional Nurse Hours of Work~~

~~The normal hours of work of the Institutional Nurse shall be thirty seven and one half (37.5) hours per week.~~

7. Discretionary Leave

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

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

8. Training Program

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

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

9. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 of the Collective Agreement do not apply to the Correctional Officers.

10. Work Hours and Work Schedule for Correctional Officers

- (a) **The Employer shall set up a master shift work schedule for each facility 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 facility.
 - (v) Correctional Officers 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 facility 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.

~~9. Casual Employees~~

~~Except in the case of emergencies, casual employees will be required to take the training set out in paragraph 9.~~

~~10. The following paragraphs apply only to Correctional Officers in the specified facilities:~~

~~A. For Employees at Baffin Correctional Centre~~

~~1. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 of the Collective Agreement do not apply to the Correctional Officers at the Baffin Correctional Centre.~~

~~2. Work Hours and Work Schedule~~

~~The Employer shall set up a master shift work schedule 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.~~

~~(a) Hours of Work Correctional Officers~~

~~The hours of duty for Correctional Officers shall be scheduled so that the employees~~

~~work a shift rotation based on four (4) days "on", four (4) days "off" based on the scheduled rotation.~~

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

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

~~Correctional Officers will not work more than 16 hours within a twenty-four-hour period.~~

~~The scheduled hours of work for the Correctional Officers will be 1950 hours per annum.~~

~~3. Shift Entitlements~~

~~Standard daily working shift is inclusive of a minimum half hour (1/2) paid lunch period and three 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.~~

~~4. Shift Rotation~~

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

~~5. 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:~~

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

~~B. For Employees at Nunavut Women's Correctional Centre~~

~~1. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 of the Collective Agreement do not apply to the Correctional Officers at the Nunavut Women's Correctional Centre.~~

~~2. Work Hours and Work Schedule~~

~~The Employer shall set up a master shift work schedule 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.~~

~~(a) Hours of Work — Correctional Officers~~

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

~~The weekly scheduled hours of work of Correctional Officers shall be 42 hours.~~

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

~~The shift schedule shall not add any additional costs to the operational needs of the Nunavut Women's Correctional Facility.~~

~~Correctional Officers will not work more than 16 hours within a twenty four hour period.~~

~~The scheduled hours of work for the Correctional Officers will be 2184 hours per annum.~~

~~3. 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.~~

~~4. Shift Rotation~~

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

~~5. 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:~~

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

~~C. For Employees at the Ilavut Centre~~

~~1. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 of the Collective Agreement do not apply to the Correctional Officers at the Ilavut Centre.~~

~~2. Work Hours and Work Schedule~~

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

~~(a) Hours of Work — Correctional Officers~~

~~The hours of duty for Correctional Officers shall be scheduled so that the employees work a shift rotation based on four (4) days "on", four (4) days off. The schedule shall consist of a combination of twelve (12) and eight (8) hour shifts.~~

~~The weekly scheduled hours of work of Correctional Officers shall be 40 hours. The hourly rates of pay of Correctional Officers will be based on the above.~~

~~The shift schedule shall not add any additional costs to the operational needs of the Ilavut Centre.~~

~~Correctional Officers will not work more than 16 hours within a twenty-four hour period.~~

~~The scheduled hours of work for the Correctional Officers will be 2080 hours per annum.~~

~~3. 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.~~

~~4. Shift Rotation~~

~~The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% +1) of employees is in agreement, provided that the annual hours of work do not exceed 2080 hours.~~

~~5. 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:~~

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

~~6. Uniforms~~

~~Correctional Officers will not be required to wear uniforms but the Employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the Union.~~

~~D. For Employees at the Isumagsunngittukkuvik Youth Facility~~

~~1. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 of the Collective Agreement do not apply to the Correctional Officers at the Isumagsunngittukkuvik Youth Facility.~~

~~2. Work Hours and Work Schedule~~

~~The Employer shall set up a master shift work schedule 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 a combination of twelve (12) and eight (8) hour shifts.~~

~~(a) Hours of Work — Correctional Officers~~

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

~~The weekly scheduled hours of work of Correctional Officers shall be 40 hours.~~

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

~~The shift schedule shall not add any additional costs to the operational needs of the Isumaqsunnngittukkuvik Youth Facility.~~

~~Correctional Officers will not work more than 16 hours within a twenty-four hour period.~~

~~The scheduled hours of work for the Correctional Officers will be 2080 hours per annum.~~

~~3. Shift Entitlements~~

~~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.~~

~~4. Shift Rotation~~

~~The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% + 1) of employees is in agreement, provided that the annual hours of work do not exceed 2080 hours.~~

~~5. 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:~~

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

~~6. Uniforms~~

~~Correctional Officers will not be required to wear uniforms but the Employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the Union.~~

~~E. For Correctional Officers at the Uttaqivik Facility~~

~~1. Articles 22.02, 22.03(a), 22.03(b), 22.03(d) and 22.04 Of the Collective Agreement do not apply to the Correctional Officers at Uttaqivik.~~

~~2. Work Hours and Work Schedule~~

~~The Employer shall set up a master shift work schedule 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 a combination of twelve (12) hour and eight (8) hour shifts.~~

~~(a) — Hours of Work — Correctional Officers~~

~~The hours of duty for Correctional Officers shall be scheduled so that the employees work a shift rotation based on three (3) days "on", three (3) days "off".~~

~~The weekly scheduled hours of work of Correctional Officers shall be 40 hours.~~

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

~~The shift schedule shall not add any additional costs to the operational needs of Utauqivik.~~

~~Correctional Officers will not work more than 16 hours within a twenty four hour period.~~

~~The scheduled hours of work for the Correctional Officers will be 2080 hours per annum.~~

~~3. — Shift Entitlements~~

~~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.~~

~~4. — Shift Rotation~~

~~The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% +1) of employees is in agreement, provided that the annual hours of work do not exceed 2080 hours.~~

~~5. — 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:~~

~~(a) — There shall be no financial penalty to the Employer;~~

~~(b) — Both employees must signify their mutual agreement by notifying the Employer not less than forty eight (48) hours in advance of each requested change;~~

~~(c) — The shift exchange is fully completed within a two (2) week period;~~

~~(d) — No employee is required to work in excess of twelve (12) consecutive hours.~~

~~(e) — The Employer will not approve a shift exchange between a supervisor and employee when the employee is not a supervisor or designated supervisor.~~

~~6. — Uniforms~~

~~Correctional Officers will not be required to wear uniforms but the Employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the Union.~~

Group 3, 2(a)

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

work two consecutive instructional years, which include a period between June 30 and August 15, except for College Educators in those programs which run between June 30 and August 15.

Group 4, 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 journeymen 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 journeyman's tool kit are required, the Employer will retain ownership and provide them. ~~The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.~~**
- (c) **Where an employee suffers a loss of tools or equipment used to perform the employee's duties:
 - (i) through fire and theft while such tools are stored on the Employer's premises; or
 - (ii) while in transit during travel on behalf of the Employer;such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.**

Group 4, 10

- ~~10. Where an employee suffers a loss of tools or equipment used to perform the employee's duties:~~
- ~~(a) through fire and theft while such tools are stored on the Employer's premises; or~~
 - ~~(b) while in transit during travel on behalf of the Employer;~~
- ~~such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.~~

Re-number Articles 11 and 12

Group 5, 25

Community Social Service Workers

The following clauses in Group 5 shall apply to Community Social Service Workers: 3, 4, and 22. All other clauses shall not apply.