

Nunavut Employees Union
 Nunavunmi Havaktilit Ikayurtingit



and, with the assistance of an independent resource person, provide recommendations for a NNA formula to the Government of Nunavut and the Union no later than September 30, 2013.

ARTICLE 11 – TIME OFF FOR UNION BUSINESS

New language has been added to Article 11.10 (b) which requires the Government of Nunavut to pay to employees on such leave any amounts over and above salary, as required by the Union, and which the Union reimburses to the Employer.

ARTICLE 17 – LEAVE GENERAL

The Employer has agreed that when an employee's leave is not approved due to operational requirements, the Employer shall set out in writing what the specific operational requirements are.

ARTICLE 18 – ANNUAL LEAVE

The formula for earning Annual Leave has been amended. Rather than accruing leave based on each month that an employee receives 10 days' pay, leave will now be accrued on an hourly basis according to the following chart:

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

Completed Years of Continuous Service	Hourly Entitlement
0 - 2 years	0.063462
2 - 9 years	0.082616
10 - 14 years	0.096000
15 - 19 Years	0.115385
More than 19 Years	0.134770

When an employee's approved annual leave is cancelled before it is commenced, the Employer will reimburse the employee for reasonable expenses incurred in respect of any non-refundable deposits or non-refundable pre-arrangements.

When an employee is recalled from annual leave or when approved annual leave is cancelled before it is commenced, the Employer will reimburse the employee for any additional costs or penalties incurred related to travel by the employee during the leave.

ARTICLE 19 – SPECIAL LEAVE CREDITS

Special leave will also be earned on an hourly basis.

- 19.01 (a) 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 20 – SICK LEAVE

Similarly, sick leave will be earned on an hourly basis:

- 20.01 (a) An employee shall earn sick leave credits at the rate of 0.057692 sick leave hours for each hour that he/she receives pay.

ARTICLE 21 – OTHER TYPES OF LEAVE

New language has been added to Article 21.04 (b) (iii) Maternity Leave and under Article 21.06 (f) Parental Leave without Pay clarifying the obligations to the Employer of employees who take subsequent maternity and parental leaves without pay.

ARTICLE 22 – HOURS OF WORK

There is a new clause 22.01 (c) outlining that for employees under Appendix B who work a standard forty-two (42) hours per week, that the standard yearly hours are 2,184; that the standard daily hours are exclusive of a minimum half-hour lunch period scheduled as close to mid-day as possible; and that there shall be a paid 15-minute break in each of the morning and the afternoon.

ARTICLE 32 – STATEMENT OF DUTIES

New language has been negotiated clarifying that employees are entitled to file a grievance if they are requested to perform work that they believe to be outside their job descriptions.

ARTICLE 38 – SAFETY AND HEALTH

In an amendment to Article 38.10, the Employer has agreed to provide MSDS Data sheets in each work area.

ARTICLE 41 – DUTY TRAVEL

Commercial accommodation for which employees are reimbursed under Article 41.05 (a) and (b) has been increased to 25 calendar days from 18 calendar days.

ARTICLE 52 – RELIEF EMPLOYEES

There is a new category of employees, called Relief Employees. Relief Employees are different from indeterminate, part-time, seasonal, casual and term employees. In Article 2 – Interpretations and Definitions, Relief Employees are defined as follows:

2.01 (m)

- (i) a “*relief employee*” which means a person employed by the Employer on an “as and when needed” basis.

The new Article 52 – Relief Employees outlines the rights and working conditions of relief employees.

The Employer has committed that relief employees will not be used to avoid establishing a full-time position or filling a vacant position.

On initial hire, relief employees shall start at the casual step of the appropriate pay range.

Depending on the hours worked, relief employees may be granted increases in pay until they reach the maximum of the pay range for the position for which they are providing relief.

In lieu of allowances and benefits, relief employees shall earn a payment of 10 per cent (10%) of their hourly rate of pay on all regular hours worked. That amount shall increase to 12 per cent (12%) in the third year of continuous service, 14 per cent (14%) in the 10th year, and 18 per cent (18%) in the 21st year.

Some casual employees will become relief employees under the new definition.

Article 52 comes into effect on the 1st day of the 6th month following signing of this Collective Agreement. The Employer will provide the Union with a list of casual employees who will become relief employees as of that date.

GROUP 2 – EMPLOYEES AT CORRECTIONAL FACILITIES

This section, previously entitled "Correctional and Youth Officers", has been extensively rewritten and contains significant changes to Hours of Work and Shift Schedules. Highlights of the changes include:

- Definition of who is covered by the term "Correctional Officer" at each facility; includes Youth Workers and Senior Youth Workers at the Isumaqsunngittukkuvik Youth Facility.
- Designated Paid Holidays to be paid according to Article 15.
- The work schedule at the Baffin Correctional Centre and the Nunavut Women's Correctional Centre shall consist of twelve (12) hour shifts. Some shifts at the Ilavut Centre and the Isumaqsunngittukkuvik Youth Facility shall also be twelve hours.
- The hours of work shall be four (4) days on and four (4) days off based on the scheduled rotation.
- Correctional Officers will not work more than sixteen (16) hours within a twenty-four (24) hour period.
- The Employer agrees to provide a meal to Correctional Officers during the working shift
- Clarification of language for Work Assignments Outside Facilities: Correctional Officers assigned to provide 24-hour continuous supervision for inmates outside the facility shall receive, in addition to

regular pay, pay for six (6) additional hours at the rate of time and one-half (1.5) for each twenty-four hour period of such assignments.

A new Memorandum of Agreement has also been signed that will designate two members to a joint committee, which will meet within 12 months of ratification of the Collective Agreement to review issues of training and uniforms for Group 2 employees in each correctional facility.

When the committee conducts discussions on each particular correctional facility, one Group 2 employee and one manager from that facility will act as resource people for the committee.

GROUP 3 – NUNAVUT ARCTIC COLLEGE – COLLEGE EDUCATORS

Professional Development funding provided by the College under 9 (b) is increased to 4 per cent (4%) of full-time instructors' salaries, up from 3 per cent (3%).

There is also extensive new language under this section that replaces the current Appointments and Training language. It provides that all College Educators hired as indeterminate or term instructors for more than one year will have their qualifications and instructional training assessed in their job offer and will be required to complete the course Contexts of Adult Education in Nunavut. This course will make up three (3) of the eighteen (18) credits in adult learning course work for college educators who are required to complete course work as a condition of hire.

College Educators will be required to complete the entire eighteen (18) credits within the first two (2) years of hire.

The changes in appointments language will affect rates of pay. New College Educators will be assigned at Step 1 of the salary grid.

- One (1) additional step will be applied for each additional year of post-secondary teaching experience.
- One (1) additional step will be applied for each two (2) full years of elementary or secondary teaching in a Nunavut youth or adult offenders facility related to a subject they instruct.
- One (1) additional step will be applied for the full two (2) year period of work experience directly related to the subject they instruct.

- College Educators who do not have the approved course work in adult education may be appointed up to Step 4 but will remain at their level of appointment if they do not complete the required course work.
- New College Educators who complete the required course work in their first two years shall have their full experience applied retroactive to their date of hire.

GROUP 4 – TRADES AND APPRENTICES

Apprenticeship rates at each level have been increased by five per cent (5%).

GROUP 5 – HEALTH CARE WORKERS

There are several new definitions.

- "Registered Nurse" now includes nurse practitioners.
- "Midwife" is now defined as a person who is registered as a midwife in a Canadian province or territory where midwifery is recognized by law.
- "Registered Psychiatric Nurse" is a person who is registered as a psychiatric nurse in a Canadian province or territory where psychiatric nursing is recognized by law.
- "Licensed Practical Nurse" is a person who is registered as a licensed practice nurse in a Canadian province or territory where the profession of licensed practical nurse is recognized by law.

GROUP 6 – SCHOOL YEAR EMPLOYEES

The work year for school employees has been amended so that it will follow the school year calendar for teachers and will not exceed 195 days.

CONTRACTING OUT

The Employer has agreed, in a letter outside of the Collective Agreement, that within three (3) months of ratification, the parties will meet and jointly develop a process for the review during the life of the 2010-2014 Collective Agreement, of agreements or contracts which either the Employer or the Union characterizes as "employment type" agreements.

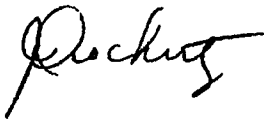
This process will be concluded within ninety (90) days of the date of the first meeting of the parties. If the parties are unable to come to an agreement with respect to the process to be used, Arbitrator Vince Ready shall be appointed to determine the process to be used.

There are numerous grammatical and housekeeping changes throughout the Collective Agreement.

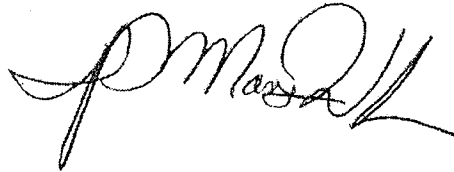
Your bargaining team, consisting of

Bill Fennel
Mike Illnik
Jackie Otuk
Imoe Papatsie
John Van de Velde
Doug Workman, President, NEU
Gail Lem, Negotiator

unanimously recommends acceptance of this tentative agreement.



Julie Docherty
Regional Executive Vice-President
PSAC



Doug Workman,
President,
Nunavut Employees Union

cc: National Board of Directors
Directors' Team
Sue Jones, Coordinator, Negotiations
Nicholas Galletti, Coordinator, Communications
Gail Lem, Negotiator
Negotiators/Research Officers
Tom Hamilton, A/Regional Coordinator
Debbie McLaughlin, Regional Representative
Micheline Labelle-Jackman, Supervisor, Membership Administration
Edith Bramwell, A/Coordinator, Representation
Dale Robinson, Strike Mobilization Project Officer
Ratification Kit Binder

July 10, 2012

MEMORANDUM OF SETTLEMENT

between

GOVERNMENT OF NUNAVUT

(the Employer)

and

NUNAVUT EMPLOYEES UNION

(the Union)

The Bargaining Committees of the Employer and the Union, with the assistance of mediator Vince Ready, have reached a tentative Collective Agreement.

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

Retroactive pay will be paid to all of those employees who are employed as of July 20, 2012.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring September 31, 2010, with the changes attached to this Memorandum of Settlement, along with the changes agreed to in mediation, and the changes agreed to during collective bargaining.

ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS

2.01 (j) add new clause to read:

(j) **"Dependant"** means:

(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.**

2.01 (m) – amend to read:

"Employee" means a member of the Bargaining Unit and includes:

- (i) a "*casual employee*" which means an 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.

2.01 (q) amend to read:

- (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.

2.01 (dd) amend to read:

- (dd) "**Public Service**" means the Public Service of the Government of Nunavut as defined in the **Public Service Act**.

ARTICLE 11 – TIME OFF FOR UNION BUSINESS

11.01 – amend to read:

For the purposes of all "leave without pay" as described under Article 11 (~~Time off for Union Business~~), 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.

11.10 - amend to read:

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.

ARTICLE 15 – DESIGNATED PAID HOLIDAYS

15.01 (a) (ix) amend to read:

The day fixed by Order of the Government of ~~the~~ Nunavut as a general day of Thanksgiving.

ARTICLE 17 – LEAVE GENERAL

17.06 – add new language to read:

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(a) – amend to read:

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

~~(i) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.~~

~~(ii) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that nine (9) years of continuous service is completed.~~

~~(iii) two decimal zero eight (2.08) days each month commencing in the month after completion of nine (9) years of continuous employment.~~

~~(iv) two decimal five (2.5) days each month commencing the month after completion of fourteen (14) years of continuous employment.~~

~~(v) two decimal nine two (2.92) days each month commencing the month after completion of nineteen (19) years of continuous employment.~~

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

Completed Years of Continuous Service	Hourly Entitlement
0 - 2 years	0.063462
2 - 9 years	0.082616
10 - 14 years	0.096000
15 - 19 Years	0.115385
More than 19 Years	0.134770

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

18.01(b) – amend to read:

- (b) The accumulated service for part-time employees shall be counted for the **improved** annual leave entitlements in ~~(ii), (iii), (iv), (v), (vii), (viii), (ix), (x)~~ **(a) above of** section (a) of this Article.

18.05 Recall from Annual Leave or Cancellation of Approved Leave

- (1) When during any period of annual leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:
- (a) in respect of any non-refundable deposits or **non-refundable** prearrangements associated with his/her annual leave;
 - (b) **in respect of any additional costs or penalties incurred by the employee related to travel by the employee during his/her annual leave**

(2) When an employee has his/her approval cancelled before the commencement of the annual leave, he/she shall be reimbursed for reasonable expenses that he/she incurs:

- (a) in respect of any non-refundable deposits or non-refundable prearrangements associated with his/her annual leave;
- (b) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during his/her annual leave;

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

18.09 – amend to read:

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, his/her completed years of prior employment shall be considered continuous service ~~under for the purposes of Clause 18.01~~ (a).

18.11 (a), (b), (d), (f) amend the deduction for the voluntary unpaid leave program to be **1.9231% from 1.92%.**

ARTICLE 19 – SPECIAL LEAVE CREDITS

19.01 – amend to read:

An employee shall earn special leave credits up to a maximum of thirty (30) days at the ~~following rates:~~

- ~~(a) .50 of a day for each calendar month in which he/she received pay for at least ten (10) days, or~~
- ~~b) .25 of a day for each calendar month in which he/she received pay for less than ten (10) days.~~

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.

ARTICLE 20 – SICK LEAVE

20.01(a) – amend to read:

- (a) An employee shall earn sick leave credits at the rate of **0.057692 sick leave hours one and one quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days for each hour that he/she receives pay. Article 17.05 applies to the earning and taking of sick leave.**

20.01(b) – amend to read:

- (b) ~~(i)~~ 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.
- ~~(ii) An employee's entitlement to sick leave will be converted from days to hours as follows:~~
- ~~(a) Employees whose standard hours are 40 hours weekly will have their entitlement to sick leave multiplied by 8.~~
- ~~(b) Employees whose standard hours are 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.~~
- ~~(c) Employees whose standard hours are 42 hours weekly will have their entitlement to sick leave multiplied by 8.4.~~

ARTICLE 21 – OTHER TYPES OF LEAVE

21.02 (b) – amend to read:

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 ~~S~~service work for the purposes of this clause is limited to:

21.04 (a) (i) – amend to read:

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 her pregnancy and, subject to Section (ii) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than twenty-six (26) weeks

after the date of the termination of her pregnancy. The employee may apply to **Pay & Compensation and** Benefits Division, Department of Finance, and she shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.

21.04 (b)(iii) – amend to read:

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 she is 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 month period**, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay. **Where an employee takes a subsequent maternity leave without pay, and does not work for this entire six month period, any amount of the six 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.**

21.06 (f) – amend to read:

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 he/she is 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 the six month period**, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work. **Where an employee takes a subsequent parental leave without pay, and does not work for this entire six month period, any amount of the six 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.**

21.06 (g) – amend to read:

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 93% of the employee's weekly pay for the first two (2) weeks, and for an additional twelve (12) weeks, **effective date of signing**, 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.

21.06 (h) – amend to read:

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 the difference between the employment insurance benefit she is eligible to receive and 93% of the employee's weekly rate of pay for a period of fourteen (14) weeks.
~~effective date of signing~~

21.06 (n) – amend to read:

When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance shall not exceed a total of fourteen (14) weeks, **~~effective date of signing~~**, for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of twenty-six (26) weeks for both employees combined.

ARTICLE 22 – HOURS OF WORK

22.01 (a) amend to read:

Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under **~~Appendices B2, B6, B10, B14~~ those portions of Appendix B** specified as standard 37.5 weekly hours are:

22.01 (b) amend to read:

Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under **~~Appendix B-3~~ those portions of Appendix B** specified as a standard forty (40) weekly hours are:

Add a new clause 22.01 (c) to read:

22.01 (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 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.**

22.09 add sub-title to read: **Employee Scheduled Work**

ARTICLE 24 – PAY

24.12 – amend first sentence to read:

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 his/her job description, shall be paid a trainer's allowance of five hundred dollars (\$500.00) per month or portion thereof ~~effective date of signing~~ for the period of the training.

ARTICLE 26 – CALL BACK PAY

26.03 (a) – amend to remove the words ~~Effective date of signing~~

26.03 (b) – amend to read:

Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 41. ~~Duty Travel Expense.~~

ARTICLE 27 – SHIFT PREMIUMS

27.01 (a) and (b) – amend to remove the words ~~Effective date of signing~~

ARTICLE 28 – STANDBY PAY

28.01 (a) – amend to remove the words ~~Effective date of signing~~

28.02 (a) – amend to remove the words ~~Effective date of signing~~

(b) – amend to read:

Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 41 ~~Duty Travel Expense~~

28.03 (b) – amend to read:

Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 41. ~~Duty Travel Expense.~~

28.03 – amend to remove the extraneous word ~~stand-by~~

ARTICLE 32 – STATEMENT OF DUTIES

32.03 – add new language to read:

Where an employee has been requested to perform duties that he/she believes to be outside his/her job description, he/she may file a grievance. Before the employee files a grievance, the employee is encouraged to discuss the situation with his/her supervisor.

ARTICLE 35 – ADJUSTMENT OF DISPUTES

35.01 (b) (c) and (d) – amend (b) (ii) and (ii) to remove the extraneous words ~~one, which~~ and remove extraneous numbering ~~(c)~~ and ~~(d)~~

35.11 – amend to read:

Where the Employer has not conveyed a decision to him/her within the time prescribed in Article 35.10 ~~(a)~~, within fourteen (14) calendar days after the day the reply was due.

35.27 – amend to read:

Where an employee files a grievance against his/her dismissal from the Public Service, the provisions of Clause ~~35.20-35.21~~ apply.

35.30 – Delete

35.31 – Delete

ARTICLE 37 – SUPERANNUATION AND BENEFITS

37.03 – amend to read:

The Employer agrees to continue the past practice with respect to participation in ~~the Public Service~~ a ~~H~~health ~~C~~care ~~P~~plan unless there is mutual agreement between the parties to change the practice or the ~~P~~plan.

ARTICLE 38 – Safety and Health

38.02 (b) (ii) – amend to read:

Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection ~~(1)~~ **38.02 (b) (i)** and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request.

38.10 – amend to read:

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.

ARTICLE 40 – RELOCATION

40.08 (b) amend to read:

While awaiting the arrival of necessary furniture and/or necessary effects, and/or the availability of accommodation; in accordance with entitlements under ~~the Duty Travel article~~ Article 41, for up to twenty-one (21) days. For the purposes of this article, necessary furniture and necessary effects are limited to the following items:

ARTICLE 41 – DUTY TRAVEL

41.04 (b) – amend to read:

Privately-owned motorized vehicle (refer to Article ~~41.10-41.11~~ to 41.15)

41.05 amend to read:

- (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.

41.06 (a) – amend to read:

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

~~Effective date of signing, f~~For periods of duty travel not exceeding ~~eighteen (18)~~ **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.

- Current rates for breakfast, lunch, dinner and incidentals to be added at date of signing the new agreement

41.06 (b) – amend to read:

~~Effective date of signing, e~~Except in communities where housekeeping units or reasonable room and board are not available, when travel status exceeds beyond ~~eighteen (18)~~ **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 ~~eighteen (18)~~ **twenty-five (25)** calendar days.

41.07 (g) amend to read:

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.

~~(i) Forty dollars (\$40.00) per day per child, effective date of signing of this Collective Agreement.~~

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

Add following Article 51 and renumber remainder of articles:

ARTICLE 52 – RELIEF EMPLOYMENT (NEW)

- 52.01** 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.
- 52.02** Nothing in this Collective Agreement shall be construed as guaranteeing the relief employee a minimum or a maximum number of hours of work.
- 52.03** 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.
- 52.04** 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.
- 52.05** Relief employees shall be entitled to the benefits of all modifications:
- (a) ~~Article 24.06:~~ 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 ~~of the casual step~~ for the position for which he/she is providing relief set out in Appendix B.
 - (b) Article 24.09 (a): A relief employee ~~holding a position for which there is a minimum and maximum rate of pay may~~

be granted increases in pay until he/she reaches the maximum of the pay range for the position for which he/she is providing relief. Such pay increases are dependent on the employee working regular hours equivalent to the standard yearly hours of work for the position for which he/she is providing relief.

- (c) **MOU #12:** 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%.

52.06 In lieu of earning the allowance and benefits excluded in 52.04 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 his/her 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.

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

ARTICLE 53 – TERM EMPLOYEES

Article 52.04 – amend to read:

- 53.04** (a) Term employees shall not be entitled to ~~be~~ the benefits of clauses ~~21.04(b) through (d), 21.06(d) through (k) and~~ 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 55 – DURATION

Article 54.01 – amend to read:

55.01 The term of this Agreement shall be from **October 1, 2010 until September 30, 2014**. 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 (***add date of signing***) unless another date is specifically set out.

MOU #1 – amend first two paragraphs of Entitlements to read:

~~Effective date of signing the policy provides a principal sum of one hundred twenty five thousand dollars (\$125,000).~~

~~Effective April 1, 2006, t~~The policy provides a principal sum of one hundred seventy five thousand dollars (\$175,000).

MOU #9 – amend as follows:

The GN and the NEU agree that during the life of this Collective Agreement, the GN and the NEU will each designate three persons to serve on a joint Employer-Union Committee to review the Nunavut Northern Allowance.

The Committee will select an independent resource person, with experience and familiarity with rural and remote community allowances. This resource person shall prepare a report on the Nunavut Northern Allowance, in accordance with directions provided by the Committee. That report shall include recommendations for a Nunavut Northern Allowance formula.

This report shall be provided to the GN and the Union not later than ~~March 21, 2009~~ **September 30, 2013**. The Union and the GN shall consider implementing the recommendations of the report in the Collective Agreement between the Union and the GN commencing **October 1, 2009-2014**.

MOU #10 – Group 2 – Schedules DELETE

MOU #11 – Group 6 – School Year Employees DELETE

NEW MOU – Group 2 – Union Employer Committee

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.

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.

For each correctional facility, these discussions will take place within 12 months of the ratification of the collective agreement which commences October 1, 2010.

Group 2 – Employees at Correctional Facilities

This section has been rewritten throughout.

1. For the purposes of Group 2, "Correctional Officer" means:

- a. For the Baffin Correctional Centre, Correctional Officers, Senior Correctional Officers and Correctional Supervisors;
- b. For Employees at the Nunavut Women's Correctional Centre, Correctional Officers;
- c. For Employees at the Ilavut Centre, Correctional Officers;
- d. For Employees at the Isumaqsunngittukkuvik Youth Facility, Youth Workers and Senior Youth Workers; and
- e. For Employees at the Uttaqivik Facility, Correctional Officers.

2. Designated Paid Holidays

Designated Paid Holidays will be paid according to Article 15.

3. Scheduled 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.

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 for the Institutional Nurse shall be thirty-seven and one-half (37 ½) hours per week.

8. 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 shall 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.

9. 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

10. Casual Employees

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

11. 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.

The shift schedule shall not add any costs to the operational needs of the Baffin Correctional 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 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 the employees is in agreement, provided that the annual hours of work do not exceed 1950 hours.

5. Shift Change

The Employer may permit mutual shift 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.
- f.

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

1. Articles ~~22.01~~, 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 costs to the operational needs of the Nunavut Women's Correctional 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 2184 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 the employees is in agreement, provided that the annual hours of work do not exceed 2184 hours.

5. Shift Change

The Employer may permit mutual shift 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. 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 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 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 the employees is in agreement, provided that the annual hours of work do not exceed 2180 hours.

5. Shift Change

The Employer may permit mutual shift 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 Isumaqsunngittukkuvik 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 Isumaqsunngittukkuvik Youth Facility.
2. The Employer shall set up a master shift work schedule and post it one (1) month in advance. 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 costs to the operational needs of the Isumaqsunngittukkuvik 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 the employees is in agreement, provided that the annual hours of work do not exceed 2080 hours.

5. Shift Change

The Employer may permit mutual shift 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 the Uttaqivik Facility.

2. The Employer shall set up a master shift work schedule and post it one (1) month in advance. 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 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 costs to the operational needs of Uttaqivik.

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 the employees is in agreement, provided that the annual hours of work do not exceed 2080 hours.

5. **Shift Change**

The Employer may permit mutual shift 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 – Nunavut Arctic College – College Educators

Amend paragraph 1 to read:

1. For the purposes of this Agreement, College Educators are defined as Instructors, Intern Instructors, Senior Instructors, Term Instructors and **Community** Adult Educators.

Amend paragraph 2 to read:

2. For the purposes of this Agreement, Campus **Director Dean** refers to the senior manager responsible to the President of Nunavut Arctic College for the operations of a particular campus.

Amend paragraph 4 to read:

Senior Instructors

4. 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 areas of specialty, will be paid a **Ssenior Instruction's Instructor's** allowance of \$2,100 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 at a prorated basis.

Amend paragraphs 5 and 6 throughout to read:

5.01 Appointment

- (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 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, s/he will remain at the step s/he was appointed;
- (e) New College Educators who satisfactorily complete the required course work in their first two years shall have their full experience applied retroactively to their date of hire.

~~College Educators~~ who do not have the approved course work in adult education or its equivalent may be appointed up to Step Four (4). New instructors who satisfactorily complete the required course work in their first year shall have their full experience applied retroactive to their date of hire.

~~New employees will be assigned to Step 1 (one):~~

- ~~(a) For each full academic year of post-secondary teaching experience they will be given one 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 an 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 additional step.~~

~~6. College Educator's Training~~

~~(a) College Educators hired as Indeterminate and Term instructors with more than one year of continuous service will:~~

- ~~(i) have completed, or will be required to complete six (6) weeks of full time course work in Adult Education. These courses could include learning needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or demonstrated capability in training can be accepted in lieu of the instructional modules;~~
- ~~(ii) when first hired be required to complete a minimum of one course in Northern Issues in Adult Education or equivalent.~~

~~(b) The training qualifications of newly hired Instructors will be assessed, and any further instructional training required will be identified in their job offer.~~

~~College in-service training and upgrading courses may be made available through Nunavut Arctic College. In some instances, the President may determine that attendance is mandatory. In the event that the course is made mandatory, costs for such training shall not be taken from the Professional Development Fund.~~

Amend paragraph 8 (a) to read:

8. 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 **eligible** College **Employees Educators**. The sixth member on the PD Committee will be the President or his/her designate (1 member). This person will be an ex-officio member of the committee and will only vote in the case of a tie.

Amend paragraph 9 (b) to read:

9. 8. The funding provided by the College shall represent an amount equal to ~~3%~~ **4%** of the College's full-time instructors' salaries. The College will annually replenish the fund by an amount equal to ~~3%~~ **4%** of full-time instructors' salaries on April 1, of the year the leave will be taken. This fund is established for Committee Approved PD.

Renumber paragraphs 10, 11 and 12 as required.

Amend paragraph 13 to read:

~~13.~~ 12. Elective PD Leave and Short Term Training

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

Amend paragraph 14 to read:

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

Group 4 – Trades and Apprentices

Amend Group 4 apprenticeship rates to read:

Four-Year Training Program

Year 1 ~~60%~~ **65%**

Year 2 ~~70%~~ **75%**

Year 3 ~~80%~~ **85%**

Year 4 ~~90%~~ **95%**

Three-Year Training Program

Year 1 ~~65%~~ **70%**

Year 2 ~~75%~~ **80%**

Year 3 ~~85%~~ **90%**

Two-Year Training Program

Year 1 ~~70%~~ **75%**

Year 2 ~~85%~~ **90%**

One-Year Training Program

Year 1 ~~75%~~ **80%**

Group 5 – Health Care Workers

Amend Paragraph 2, Article 2.01(oo) to read:

- (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 **Baffin-Regional Qikiqtani General** Hospital.

Amend Paragraph 2 Article 2.02 to read:

- ~~(a)~~ (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*.
- ~~(b)~~ (c) "Registered Nurse" means a person who is registered pursuant to the *Nursing Profession Act* **and includes a nurse practitioner.**
- ~~(e)~~ (d) "Certified Nursing Assistant" means a person who is registered pursuant to the *Certified Nursing Assistants Act*.

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

"Midwife" is a person who is registered as a midwife in a Canadian province or territory where midwifery is recognized by law.

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

(i) **"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.**

Amend paragraph 10 to change ~~Baffin Regional~~ to **Qiqiktani** General Hospital.

Amend paragraph 20 (c) to read:

CHA/CAN Canadian Health Care Association/Canadian Nurses Association courses

Group 6 – School Year Employees

Amend paragraph 1 to read:

School year employees means ~~Special Needs~~ Student Support Assistants, Instructions in Young Offender Facilities and School Community Counsellors, Dental Therapists, Library Technicians, Classroom Assistants, and such other employees as the Employer may, in consultation and with the Union's agreement, designate school year employees.

Amend paragraph 2 to read:

The Employer may establish hours of work for school year employees whose work year follows the school year. The work for school year employees will ~~normally start a week before the first day of~~ follow the school calendar year for teachers, not to include more than 195 days. ~~And end a week after the last day of the school year.~~

Amend paragraph 7 to read:

School year employees will be paid at the appropriate ~~yearly~~ annual pay level for their position over a twelve (12) month period in accordance with Article 24.

APPENDIX B

Effective October 1, 2010 – increase pay line by 1%
Effective October 1, 2011 – increase pay line by 1%
Effective October 1, 2012 – increase pay line by 2.5%
Effective October 1, 2013 – increase pay line by 3.0%

LETTER OF AGREEMENT – OUTSIDE OF COLLECTIVE AGREEMENT

Within three (3) months of the ratification of the 2010-2014 Collective Agreement, the parties agree that they will meet and jointly develop a process for the review during the life of the 2010-2014 Collective Agreement, by both the Employer and the Union, of agreements or contracts which either the Employer or the Union characterizes as "employment type" agreements.

This process will be concluded within 90 days of the date of the first meeting of the parties. If the parties are unable to come to an agreement with respect to the process to be used, Vince Ready shall be appointed to determine the process to be used.

Representing the Employer at these meetings will be senior employees of the Department of Human Resources.

LETTER OF AGREEMENT – OUTSIDE OF COLLECTIVE AGREEMENT

The Employer will provide the Union with a list of casual employees who will become relief employees as at the date that Article 52 comes into effect. The changes to Article 52 shall come into effect on the 1st day of the 6th month following signing of this Collective Agreement.