

## EMPLOYER PACKAGE PROPOSAL

January 24, 2008

This proposal covers all outstanding issues in negotiations. Any articles not included in this proposal would be renewed as current. Any new proposals advanced by either party not included in this proposal would be withdrawn.

20.09(a) (iii) – replace “medical practitioner” with “Nunavut medical practitioner”

20.09(c) (i) - replace “medical practitioner” with “Nunavut medical practitioner”

21.02(b) – amend to read:

(b) An employee, other than an employee on leave of absence without pay or under suspension, may be granted leave with or without pay for a period of up to a maximum of fifteen (15) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Public Service work for the purposes of this clause is limited to:

- (i) **participation in a firefighting, ~~ranger~~ and search and rescue training and missions;**
  - (ii) serving on a government board, such as the Workers Compensation Board, or the Liquor Licensing Board;
  - (iii) serving on a co-management board or other Institute of Public Government board established under the Nunavut Land Claims Agreement;
  - (iv) serving on a municipal council or committee; or
  - (v) participating in Federal/Territorial/Municipal consultation forums.
- New**
- (vi) **attends a course in civil defense training including Canadian Ranger exercises and missions. (*and delete 19.02(b)(iv)*).**

### 20.10 Travel Time

Every employee who receives medical travel assistance under 20.09 and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, up to a

maximum of **four** days. Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

21 – new

**Subject to operational requirements, leave without pay may be granted on very short notice, to a maximum of two (2) days per year to an employee in order to meet traditional hunting, fishing or harvesting pursuits.**

**23.04(b)(iii)** - amend to read:

In lieu of **(i) and (ii)** above the employee may request and the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. An employee may accumulate up to **150** hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over **150** shall be paid in accordance with **(i) and (ii)** above. **Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed 150 hours.** All amounts carried over to a new fiscal year **and not liquidated by August 31** shall be paid out **in the first pay in October in the new fiscal year.**

24.02(a) – amend to read:

Employees shall be paid on a bi-weekly basis (**subject to a two week holdback**) with paydays being every second Friday.

**24.12** Trainer's Allowance – amend to read:

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 ~~or portion thereof~~ for the period of the training ~~and effective April 1, 2005 shall be paid a trainer's allowance of two hundred dollars (\$200.00) per month or portion thereof for the period of the training.~~

The trainer will report on the progress of the employee he/she is training on a regular basis. The period of training shall be set out in advance in a Training Agreement, and shall be for a minimum period of one week. The Training Agreement shall set out the

roles and responsibilities of the designated trainer and the process for evaluating the progress during the training period.

**28.01 – amend to read:**

**Effective date of signing**, where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of **twenty-five dollars (\$25.00)** for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

- (i) For any period of standby on a day of rest or a designated paid holiday, he/she shall be **paid thirty dollars (\$30.00)**.

39.02 – amend table as follows – effective date of signing:

**Nunavut Northern Allowance**

<b>Community</b>	<b>Amount</b>
Arctic Bay	\$25,453
Qikiqtarjuak	\$19,647
Cape Dorset	\$17,744
Clyde River	\$20,890
Grise Fiord	\$33,483
Hall Beach	\$22,474
Igloolik	\$20,812
Iqaluit	\$15,016
Kimmirut	\$18,367
Pangnirtung	\$19,077
Pond Inlet	\$22,993
Resolute	\$26,540
Sanikiluaq	\$16,695
Arviat	\$17,370
Baker Lake	\$20,058
Chesterfield Inlet	\$19,043
Coral Harbour	\$19,497
Rankin Inlet	\$16,545
Repulse Bay	\$18,520
Whale Cove	\$18,388
Cambridge Bay	\$17,287
Gjoa Haven	\$21,674
Kugluktuk	\$18,134
Kugaaruk	\$21,916
Taloyoak	\$25,030

41.10(c) - amend to read:

All requests for advances should be submitted at least ten (10) working days before the trip commences.

43.01 – amend to read:

With the prior approval of the Employer, an employee with at least three (3) years of continuous service may be granted education leave where an employee wishes to take **full-time post-secondary studies for a predetermined period of time at a recognized university, college, vocational, professional or technical institute that is approved by the Employer or take full-time academic upgrading necessary to qualify the employee to enter post-secondary studies.**

Article 51 – amend to read:

#### **ARTICLE 51 – Temporary Employment**

**51.00 Temporary employees are employed for work of a temporary nature. Temporary employees may be employed for a definite time period, either part time or full time, or may be employed to work on an as needed basis.**

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

**When a temporary employee has worked more than 650 hours, exclusive of overtime, over a period of eight (8) consecutive months, when there has not been a break in service of sixty (60) or more consecutive days, the temporary employee will be entitled to receive, from that day forward, pay and benefits under this Agreement equivalent to those of a term employee.**

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

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

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

- (a) Clause 2.01(e) "Continuous Employment" in respect of a temporary employee shall include any period of employment with the Government of Nunavut which

has not been broken by more than twenty (20) working days. Provided always that there will be no systematic release and rehire of temporary **employees** into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

- (b) The following Articles and Clauses contained in this Collective Agreement do not apply to temporary employees:
- (i) Clause 15.05(c)
  - (ii) Article 18 - Entire Article except Clause 18.07.
  - (iii) Article 20 - Sick Leave Clauses 20.09 and 20.10.
  - (iv) Article 21 - Other Types of Leave - Clauses 21.04 and 21.06(d) through (k)
  - (v) Article 31 - Lay-off.
  - (v) Article 33 - Employee Performance Review and Employee Files.
  - (vi) Article 37 – Superannuation and Benefits.
  - (vii) Article 39 – clause 39.03
  - (viii) Article 44 - Entire Article.

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

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

51.06 **The following provisions apply to temporary employees hired as Group 3 - Nunavut Arctic College Educators and Group 5 - Health Care Professionals:**

- (i) **Temporary employees who are hired as Nunavut Arctic College Educators shall accrue a maximum of forty-six (46) days of annual leave and shall earn annual leave entitlement on a pro-rated basis;**
- (ii) **Group 3 and Group 5 temporary employees will be placed on the appropriate step of the pay range based on the employee's years of recognized experience.**

*(Make consequential changes to remainder of collective agreement – change references from casual employee to temporary employee.)*

52.02 – amend to read:

**If a term employee is hired under clause 52.01 (d) or 52.01 (e) the Employer shall advise the Union of the circumstances.**

54.01 – amend to read:

The term of this Agreement shall be from **October 1, 2006 until September 30, 2010.**

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 (date to be specified) unless another date is expressly set out.**

New Memorandum of Understanding

**Continuous Service Bonus**

**The Employer and the Union agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.**

**All employees (except for Nurses to whom the Memorandum of Understanding as proposed by the Employer on December 4, 2007 applies) who are on staff as of December 1 each year, and who have a minimum of three (3) years continuous service will receive an annual Continuous Service Bonus according to the following schedule. The Continuous Service Bonus will be paid on the first pay period of December in each year.**

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

## **Group 2**

### **Case Workers, Correctional and Youth Officers**

1. (a) Clauses 22.02, 22.03(a), 22.03(b) and 22.04 do not apply to Correction Offices and **Case Workers.**

(b) Clauses 22.02, 22.03(a), 22.03(b) and 22.04 do not apply to Youth Officers

## **2. Work Hours and Work Schedule**

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

### **(a) Hours of Work**

**The employer will develop a shift schedule for Corrections Officers, Case Workers and Youth Officers in consultation with the Union.**

**The shift schedule shall not add any additional costs to the operational needs of the work place.**

**Corrections Officers, Youth Officers and Case Workers will not work more than 16 hours within a twenty-four hour period.**

**The scheduled hours of work for Correctional Officers, Case Workers and Youth Workers will be 2080 hours per annum.**

The hourly rates of pay of Correctional Officers, **Case Workers and Youth Workers** will be based on the above.

## **4. Schedule Shifts**

**Case Workers, Correctional and Youth 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.

## **5. 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 are in agreement, provided that the annual hours of work do not exceed **2080 hours.**

## **6. Shift Change**

**The Employer may permit mutual shift exchanges of shifts that the employee was originally scheduled to work subject to operational requirements with the following requirements:**

- a. There shall be no financial penalty to the Employer; and
- 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; and
- 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 trade between a supervisor and employee when the employee is not a supervisor or designated supervisor.**

## **7. Meals**

**The employer agrees to provide a meal to Correctional Officers, Youth Officers and Case Workers during their working shift.**

**During their meal period the Correctional Officer, Youth Officer and Case Worker may be away from their place of duty, but not off the premises.**

**The facility will supply a meal to the Correctional Officer, Youth Officer and Case Worker required to work after the implementation of any contingency plan for that specific facility,**

## **8. Work Assignment(s)**

**Correction Officers, Youth Officers and Case Workers 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) period of such assignments.**

## **9. 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.

**10. Corrections Nurse – Hours of Work**

The normal hours of work of the Corrections Nurse shall be thirty-seven and one-half (37 ½) hours per week.

**11. Training Program**

**Correction Officers, Case Workers and Youth workers will receive the basic training program approved by the Employer for their specific job function within six months of their initial hire.**

**12. The hiring of casual Correctional Officers, Youth Officers and Case Workers will be subject to the Memorandum of Understanding between the Nunavut Employees Union and the Government of Nunavut.**

Except in the case of emergencies, casual employees will be required to take the training set out in paragraph 11.

**13. Youth Officers and Case Workers 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.**

Appendix B – amend as follows:

**1.0% increase to pay line effective October 1, 2006 to all employees who are employed as of date of signing**

**1.0% increase to pay line effective date of signing;**

**2.0% increase to pay line April 1, 2008;**

**2.25% increase to pay line October 1, 2008;**

**2.25% increase to pay line April 1, 2009;**

**2.5% increase to pay line October 1, 2009;**

**2.75% increase to pay line April 1, 2010.**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF NUNAVUT (GN)**

**AND**

**THE NUNAVUT EMPLOYEES UNION (NEU)**

The parties agree that from the date of signing of the Collective Agreement until the expiry of the Collective Agreement, the following terms will apply:

1. The Annual Special Allowance rates payable as set out in Group 5 **paragraph 23** shall be increased as follows:
  - a. The Annual Special Allowance in paragraph **23(a)** shall increase to \$19,500;
  - b. The Annual Special Allowance in paragraph **23(b)** shall increase to \$16,350;
  - c. The Annual Special Allowance in paragraph **23(c)** shall increase to \$14,250;
  - d. The Annual Special Allowance in paragraph **23(d)** shall increase to \$11,625.
2. All Nurses who provide primary, secondary, acute care and/or emergency services to patients; and who are employed under Group 5 **and the Memorandum of Understanding dated November 17, 2004** and who do not receive an Annual Special Allowance under Group 5 **paragraph 23**; shall receive an Annual Allowance of \$9,000.

For greater certainty, any Nurse entitled to an Annual Allowance under this paragraph shall be awarded a portion of the Annual Allowance prorated for each day worked. This prorated benefit shall be paid in each pay period.
3. All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; who commence employment with the GN after the date of signing of the Collective Agreement; and who have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, or any payments under paragraph 4 of this Memorandum of Understanding shall receive:
  - a. \$5,000 upon commencement of employment;
  - b. an additional \$5,000 upon completion of eighteen (18) months of continuous service; and
  - c. an additional \$10,000 upon completion of thirty (30) months of continuous service.
4. All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients and who:

- a. are employed as of the date of signing of this Collective Agreement; and
  - b. have not received from the GN any Signing Bonus or Temporary Labour Market Supplement,
- shall receive:
- a. \$10,000 upon completion of thirty (30) months of continuous service; and
  - b. An additional \$10,000 upon completion of thirty six (36) months of continuous service.
5. All Nurses who are employed under Group 5 and who provide primary, secondary, acute care and/or emergency services to patients shall receive an Allowance as follows:
- a. For each month of continuous service until the month in which the anniversary of the fifth (5th) year of continuous service is completed - \$375 per month;
  - b. For each month of continuous service commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service are completed - \$400 per month;
  - c. For each month of continuous service commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service are completed - \$450 per month;
  - d. For each month of continuous service commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service are completed - \$500 per month; and
  - e. For each month of continuous service commencing in the month after completion of twenty (20) years of continuous service - \$550 per month.
6. In lieu of receiving benefits under Article 24.12 of the Collective Agreement, Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; and who are designated by the GN to act as Nurse Mentors to new Nurses, to assist in the skills development of new Nurses and the integration of new Nurses into the GN nursing workforce; shall be paid a Mentorship Allowance of \$500 per month. Before being designated, a Nurse Mentor must complete a written mentorship plan, which must be approved by the GN.
7. The Allowances payable under paragraphs 1, 2, 5 and 6 shall not be paid for periods when a Nurse is on leave of absence without pay, or on suspension.
8. This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF NUNAVUT (GN)**

**AND**

**THE NUNAVUT EMPLOYEES UNION (NEU)**

The GN and the NEU agree that during the life of this Collective Agreement the GN and the NEU will meet and review the current Nunavut Northern Allowance.

That review will include the factors and criteria which are currently used to determine the amounts of the Nunavut Northern Allowance for each community.