

## EMPLOYER PACKAGE PROPOSAL

December 6, 2007

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 Any new proposals advanced by either party not included in this proposal would be withdrawn.

2.01(l) - Amend to read:

**“Effects” include the furniture, household goods, equipment and personal belongings of an employee and his/her dependants at the time of his/her initial hire move, however, but do not include automobiles, snowmobiles, boats, motorcycles, trailers, animals and foodstuffs. Where a continuing employee is moved from one community to another within Nunavut, she/he may include in her/his effects all-terrain vehicles, snowmobiles and foodstuffs but in all cases the effects shall not exceed the maximum weight entitlements set out in Article 40-Relocation.**

9.02 – add to end of existing article

**The bulletin board shall be a minimum of 24 inches by 36 inches.**

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

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

21 – Compassionate care leave – as proposed by Employer August 23 – attached #1

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(c) - amend to read:

**In lieu of (a) and (b) 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 112.5**

hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over 112.5 shall be paid in accordance with (a) and (b) above. Any amounts in the bank of leave can be carried forward from one fiscal year to the next, provided that at no time can the bank of leave exceed 112.5 hours. All amounts carried over to a new fiscal year 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.

24.10(d) – amend to read:

Where the job evaluation of a position ~~or the re-grading of a position~~ is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled any retroactive benefits that might accrue.

24.11 amend to read:

(a) ~~Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.~~ **the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.**

(b) ~~Where a position is assigned a higher pay range as a result of regrading; that is, where there have been no substantial changes in the duties and responsibilities of the position evaluated, that incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.~~

(c) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.

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

40.07(b) – amend to read:

At destination, compensation for interim commercial lodgings will be provided for the employee or the employee and his/her dependants, while awaiting the arrival of furniture and/or effects and/or the availability of accommodation, for up to twenty one (21) days **or earlier**. Interim accommodation at a private home in Nunavut will be compensated for at seventy-five dollars (\$75.00) per day for the employee, with an additional five dollars (\$5.00) per day for each

dependant. Interim accommodation at a private home outside of Nunavut will be compensated for at fifty dollars (\$50.00) per day for the employee, with an additional five dollars (\$5.00) per day for each dependent.

41.01(b) – amend to read:

For the purposes of this Article, hours travelled include a one (1) **hour (two (2) hours for airports in communities outside of Nunavut and the Northwest Territories)** check in period at airports, bus depots or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

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.**

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

Group 2 – as proposed by the Employer on December 4, 2007 – attached #2

Group 3 - as proposed by the Employer on October 4, 2007 - attached #3

Group 5 – as proposed by the Employer December 12, 2006 – attached #4

Memorandum of Understanding - as proposed by the Employer on December 4, 2007 - attached #5

Appendix B – amend as follows:

- 1.0% increase to pay line effective date of signing;
- 1.5% increase to pay line April 1, 2008;
- 1.5% increase to pay line October 1, 2008;
- 1.5% increase to pay line April 1, 2009;
- 1.5% increase to pay line October 1, 2009;
- 1.5% increase to pay line April 1, 2010.

#### Lump Sum Payment

**Each employee who is employed as of the date of signing, and who has been continuously employed since October 1, 2006 shall, within 60 days of the date of signing of the Collective Agreement, receive a lump sum payment equal to 3.5% of the employee's annual salary for the 2007 calendar year.**

**Each employee who is employed as of the date of signing, who has been continuously employed since October 1, 2007 and who is not eligible for the lump sum payment in the above paragraph, shall, within 60 days of the date of signing of the Collective Agreement, receive a lump sum payment equal to 1.75% of the employee's annual salary for the 2007 calendar year.**

All lump sum payments are subject to statutory deductions.

Nurses, to whom to whom the Memorandum of Understanding as proposed by the Employer on December 4, 2007 applies, are not eligible to receive these lump sum payments.

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