

MEMORANDUM OF SETTLEMENT

between

THE GOVERNMENT OF NUNAVUT

(the Employer))

and

THE NUNAVUT EMPLOYEES UNION

(the Union)

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

The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance. The Employer shall make its ratification decision on or before May 12, 2008.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring September 30, 2006, as amended by the changes which the Employer and the Union have agreed to in collective bargaining, and the changes set out in this Memorandum of Settlement.

Nunavut Northern Allowance will be paid retroactively for all employees who are employed as of the date of signing of the Collective Agreement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.

Where a provision is effective the date of signing of this Collective Agreement, that date shall be no later than thirty (30) days following the date of ratification of this Collective Agreement by the Union.

DATED in Iqaluit, Nunavut May 3, 2008

For the Union

For the Employer

ITEMS AGREED TO

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 firefighting 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. Such leave shall not be unreasonably withheld.

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.

24.12 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 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:

Nunavut Northern Allowance

Community	April 1/06 (Current)	01/04/07	01/04/08	01/04/09	01/04/10
Iqaluit	\$ 12,109	\$12,836	\$13,563	\$14,289	\$15,016
Arctic Bay	\$ 20,637	\$21,481	\$23,045	\$24,249	\$25,453
Qikiqtarjuak	\$ 18,624	\$19,555	\$20,533	\$21,560	\$22,638
Cape Dorset	\$ 17,260	\$18,123	\$19,029	\$19,981	\$20,980
Clyde River	\$ 18,904	\$19,849	\$20,842	\$21,884	\$22,978
Grise Fiord	\$ 28,346	\$29,763	\$31,251	\$32,814	\$34,455
Hall Beach	\$ 19,384	\$20,353	\$21,371	\$22,439	\$23,561
Igloodik	\$ 18,576	\$19,505	\$20,480	\$21,504	\$22,579
Kimmirut	\$ 15,732	\$16,519	\$17,345	\$18,212	\$19,122
Pangnirtung	\$ 15,475	\$16,376	\$17,276	\$18,177	\$19,077
Pond Inlet	\$ 19,921	\$20,917	\$21,963	\$23,061	\$24,214
Resolute	\$ 23,428	\$24,599	\$25,829	\$27,121	\$28,477
Sanikiluaq	\$ 16,695	\$17,530	\$18,406	\$19,327	\$20,293
Arviat	\$ 17,370	\$18,239	\$19,150	\$20,108	\$21,113
Baker Lake	\$ 20,058	\$21,061	\$22,114	\$23,220	\$24,381
Chesterfield Inlet	\$ 19,043	\$19,995	\$20,995	\$22,045	\$23,147
Coral Harbour	\$ 19,162	\$20,120	\$21,126	\$22,182	\$23,292
Rankin Inlet	\$ 15,234	\$15,996	\$16,795	\$17,635	\$18,517
Repulse Bay	\$ 18,012	\$18,913	\$19,858	\$20,851	\$21,894
Whale Cove	\$ 17,741	\$18,628	\$19,559	\$20,537	\$21,564
Cambridge Bay	\$ 16,220	\$17,031	\$17,883	\$18,777	\$19,716
Gjoa Haven	\$ 21,674	\$22,758	\$23,896	\$25,090	\$26,345
Kugluktuk	\$ 18,134	\$19,041	\$19,993	\$20,992	\$22,042
Kugaaruk	\$ 21,916	\$23,012	\$24,162	\$25,371	\$26,639
Taloyoak	\$ 25,030	\$26,282	\$27,596	\$28,975	\$30,424

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.

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 Memorandum of Understanding #8 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	\$2,000
11, 12, 13, 14 or 15 years of continuous service	\$3,000
16, 17, 18, 19 or 20 years of continuous service	\$4,000
21 or more years of continuous service	\$5,000

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;

2.0% increase to pay line effective October 1, 2007 to all employees who are employed as of date of signing;

2.25% increase to pay line April 1, 2008;

2.25% increase to pay line October 1, 2008;

2.5% increase to pay line April 1, 2009;

2.5% increase to pay line October 1, 2009;

5.0% increase to pay line April 1, 2010.

MEMORANDUM OF UNDERSTANDING (8)

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 indeterminate Nurses who are employed under Group 5 as at the date of ratification of this Collective Agreement; who provide primary, secondary, acute care and/or emergency services to patients; and who have received from the GN any Signing Bonus or Temporary Labour Market Supplement, but who have not received any payments under paragraphs 3 or 4 of this Memorandum of Understanding shall receive:

- (a) \$5,000 within thirty (30) days of the date of signing of this Collective Agreement;
- (b) an additional \$5,000 on the first pay period in December, 2008 and
- (c) an additional \$10,000 on the first pay period in May, 2009.

6. 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.
7. 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.
8. 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.
9. 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 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 31, 2009. 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

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 the shift schedule provisions of Group 2 – Correctional and Youth Officers for each correctional facility.

This committee will be supplemented by one (1) Group 2 employee from each of the four (4) correctional facilities.

For each correctional facility, this committee, together with the one (1) employee from that correctional facility, shall attempt to agree on changes to the shift schedule provisions of Group 2 which will apply to that correctional facility.

For each correctional facility, these discussions shall take place within twelve (12) months of the date of ratification of the October 1, 2006 to September 30, 2010 Collective Agreement.

In the event that the Committee for any correctional facility is unable to agree upon changes to the shift schedule provisions of Group 2 which will apply to that correctional facility, the GN and the NEU agree that Colin Taylor shall act as a mediator/arbitrator with respect to this issue. Colin Taylor shall attempt to mediate an agreement with respect to the changes to the shift schedule provisions of Group 2 which shall apply to that correctional facility.

If Colin Taylor is not able to mediate an agreement, Colin Taylor shall then arbitrate the issue, and shall provide an award which shall set out the shift schedule provisions of Group 2 which shall apply to that correctional facility. That award shall replace the shift schedule provisions of Group 2 in this Collective Agreement for that correctional facility.

Colin Taylor shall issue any awards under this Memorandum not later than March 31, 2010.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The GN and the NEU agree that the parties shall each designate three (3) persons to serve on a joint Employer-Union Committee to review the provisions of paragraph 2 of Group 6 – School Year Employees for the Qikiqtani, Kivalliq and Kitikmeot regions of Nunavut.

Within twelve (12) months of the date of ratification of the October 1, 2006 to September 30, 2010 Collective Agreement, this committee shall attempt to agree on changes to the provisions of paragraph 2 of Group 6.

In the event that the Committee is unable to agree upon changes to the provisions of paragraph 2 of Group 6, the GN and the NEU agree that Colin Taylor shall act as a mediator/arbitrator with respect to this issue. Colin Taylor shall attempt to mediate an agreement with respect to the changes to the provisions of paragraph 2 of Group 6.

If Colin Taylor is not able to mediate an agreement, Colin Taylor shall then arbitrate the issue, and shall provide an award which shall set out the provisions of paragraph 2 of Group 6. That award shall replace the provisions of paragraph 2 of Group 6 in this Collective Agreement.

Colin Taylor shall issue any award under this Memorandum not later than March 31, 2010.