

Union Proposals
for the renewal
of the Collective Agreement
between

The Nunavut Employees Union

and

The Government of Nunavut

December 7, 2007

ARTICLE 9 - Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities

9.02 – add to end of existing article

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

ARTICLE 15 – Designated Paid Holidays

15.05 Withdraw and renew existing language

ARTICLE 18 – Annual Leave

18.01 Accumulation of Annual Leave

- (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:

Effective date of signing,

- (i) ~~one decimal three seven five (1.375)~~ **one decimal seven nine (1.79)** 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)~~ **two decimal zero eight (2.08)** days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ~~nine (9)~~ **four (4) years** of continuous service is completed.
- (iii) ~~two decimal zero eight (2.08)~~ **two decimal five (2.5)** days each month commencing in the month after completion of ~~nine (9)~~ **four (4) years of continuous employment and ending in the month that nine (9)** of continuous service is completed.
- (iv) ~~two decimal two one (2.21) days after each month commencing the month after completion of fifteen (15) years of continuous employment.~~ **two decimal nine two (2.92) days each month commencing the month after completion of nine (9) years of continuous employment.**
- (v) ~~two decimal six two five (2.625) days after each month commencing the month after completion of twenty (20) years of continuous employment.~~
- (vi) to (x) **delete**
- (b) The accumulated service for part-time employees shall be counted for the improved annual leave entitlements in **(i), (ii), (iii) and (iv)**, ~~(v), (vii), (viii), (ix), (x)~~ above of section (a) of this Article.

ARTICLE 19 - Special Leave Credits

19.05 The Deputy Head shall, subject to operational requirements and with advance notice, grant employees Special Leave with pay for ~~one (1)~~ **five (5)** working days per fiscal year, to be taken at the discretion of the employee.

Moved to 21.02 (b) (vi)

ARTICLE 20 – Sick Leave

20.09 Transportation To A Medical Centre

- (a) Renew
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
 - (i) to (iv) Renew
 - v) **actual and reasonable child care expenses, both day and night, as required, for the care of children travelling or remaining at home during this period.**
- (c) Renew
- (d) In the case of an employee being the escort for a member of his/her immediate family, the employee ~~may~~ **shall** be granted special leave ~~for non-elective medical evacuation only. Such leave will not be unreasonably denied.~~ Travel time, as defined under Clause 20.10, ~~will not~~ **shall** be granted for this escort duty.
- (e) Renew
- (f) Renew

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 three days.~~ Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

20.11 Payout of Sick Leave Credits

Upon termination after ten (10) years or more of continuous employment, or upon termination of employment for health reasons after one (1) year of continuous employment, an employee shall receive a payout in cash for the total of his/her accumulated sick leave credits earned, at the rate of twenty-five percent (25%) of his/her rate of pay.

ARTICLE 21– Other Types of Leave

21.02 Public Service Leave

- (a) An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
 - (i) to serve as a Justice of the Peace;
 - (ii) to serve as a Coroner; or
 - (iii) to participate in a public inquiry.

- (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..**

 - New**
 - (vii) **participating as a participant, coach, officiator, board or committee member to a recognized sporting association;**

- (c) The public service leave described in article 21.02(b) will be either with or without pay depending on the following circumstances:

- (i) where the employee receives an honorarium for the public service that is equal to or greater than the daily rate of pay, public service leave is granted without pay;
- (ii) where the employee is entitled to an honorarium which is less than the daily rate of pay, public service leave will be granted with pay, but the employee must relinquish the entitlement to any honorarium;
- (iii) where an honorarium is not received, leave is granted with full pay.

New

21.08 Transfer of Leave Credits

The parties agree that employees may transfer or exchange their own vacation, sick or compensatory leave credits with **their spouse**.

New

21.09 Compassionate care leave – as proposed by Employer August 23

New

21.10 Travel Days

Employees shall be granted travel days with pay whenever an employee is required to travel outside his/her home community, for the duration of the time that the employee is actually travelling, to and from another community. This will include travel associated with annual leave, medical transportation assistance, bereavement leave, leave for birth or adoption of a child, wedding, divorce and Public Service Leave.

NEW

21.11 Leave for Hunting, Fishing or Harvesting

Subject to operational requirements, **up to four days** leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably denied.

ARTICLE 23 - Overtime

- 23.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.04 (b)(ii);
 - (ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
 - (iii) in lieu of (i) and (ii) above, the Employer ~~may agree to~~ **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.
- New**
- (iv) **employees may accumulate up to 187.5 hours of equivalent leave with pay in a refillable leave bank.**
- (c) and (d) Renew

ARTICLE 24 – Pay

24.06 When an employee is appointed to a new position in the Public Service, he/she shall be paid:

- (a) Renew
- (b) Renew
- (c) Renew

New (d) Prior Related Experience

An employee shall be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.

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.

ARTICLE 27 – Shift Premiums

27.01 An employee who is regularly scheduled to work, **or is required to be on standby by the employer**, outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:

- (a) Effective date of signing, ~~one dollar and fifty cents (\$1.50)~~ **two dollars (\$2.00)** per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
- (b) Effective date of signing, ~~one dollar and seventy five cents (\$1.75)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

27.02 Employees shall receive an additional premium of ~~eighty cents (\$0.80)~~ **one dollar and twenty-five cents (\$1.25)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

New

27.03 Hazardous Work Premium

Where employees are required to perform work that is deemed to be dangerous and where the work is still required to be performed, employees shall be paid a Dangerous Work Premium of 20% of their applicable rate of pay. In Correctional facilities, this premium would be paid whenever capacity was 20 % higher than standard capacity.

ARTICLE 28 – Standby Pay

- 28.01 (a) 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 ~~fifteen dollars (\$15.00)~~ **one hours pay** 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~~ **each eight (8) consecutive hours or portion thereof that he/she is on standby** on a day of rest or a designated paid holiday, he/she shall be ~~paid nineteen dollars (\$19.00)~~ **entitled to a standby payment of two hours pay.** and, as of April 1, 2006, ~~nineteen dollars and fifty cents (\$19.50).~~
- (b) to (e) Renew

New Withdraw

- ~~(f) — when an employee is required by the employer to be on Standby for at least 10 days in a month, the employee shall be entitled to compensation at the rate of double time for work on a regular day or first day of rest and compensation at double time and one half on a second or subsequent day of rest or on a designated paid holiday.~~

ARTICLE 30 - Severance Pay

New

Mentoring

An employee who the Employer assigns to be a designated mentor for a specific employee to give guidance and advice in the professional development and mentoring of that employee and who is not assigned those duties in his/her job description shall be paid a mentoring allowance of five hundred dollars (\$500.00) per month or portion thereof for the period of the mentoring.

The mentor will report on the progress of the employee he/she is mentoring on a regular basis. The period of mentoring shall be set out in advance in a Mentoring Agreement, and shall be for a minimum period of one week. The Mentoring Agreement shall set out the roles and responsibilities of the designated mentor and the process for evaluating the progress during the mentoring period.

A mentor will not be responsible for her/his full range of duties during the mentoring period

ARTICLE 36 - Contracting Out

- 36.01 ~~The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.~~ **There shall be no contracting out of bargaining unit work during the life of the collective agreement.**

ARTICLE 37 – Superannuation and Benefits

37.04 The Employer shall provide, at no cost to the employees, the Nunavut Employees Union Dental Plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement:

- (a) Deductibles per benefit year to decrease to as follows:
 - (i) For single coverage:
 - (a) ~~Effective date of signing, twenty dollars (\$20.00) per benefit year.~~
 - (b) Effective April 1, 2006, fifteen dollars (\$15.00) per benefit year.
 - (ii) For family coverage:
 - (a) ~~Effective date of signing, forty dollars (\$40.00) per benefit year.~~
 - (b) Effective April 1, 2006, thirty dollars (\$30.00) per benefit year.
- (b) Effective date of signing, periodontic reimbursement to increase to ~~60%~~ **75%**.
- (c) Effective ~~April 1, 2006~~ **date of signing**, “Major Dental Services” category reimbursement to increase to ~~60%~~ **75%**.
- (d) Effective ~~April 1, 2006~~ **date of signing**, annual maximum reimbursement (excluding orthodontic services) to increase to ~~one thousand two hundred dollars (\$1,200)~~ **two thousand, five hundred dollars (\$2,500)** per benefit year.

Withdraw the following proposal

~~For Discussion – Dental Plan for Retired Employees~~

Article 39 – Nunavut Northern Allowance

The Union proposes the following amendments to this Article

- 1 – Introduce a Nunavut Northern Allowance equivalent to the Environmental and Living Cost Differential amounts paid by the Federal Government to Federal Public Service Employees working in similar communities.**

- 2 - Introduce a Fuel Allowance equivalent to the Fuel and Utilities allowance paid by the Federal Government to Federal Public Service Employees working in similar communities.**

- 3 - Introduce a Vacation Travel Assistance Allowance equivalent to the cost of economy airfare from an employee’s community to a normal departure point for the employee and dependants. There will be two VTA’s per year**

ARTICLE 40 - RELOCATION

The Union proposes that the parties withdraw their respective positions for 40.07 (b) and (c) and that the current language be renewed.

40.07 Accommodation

- (a) Compensation will be provided for commercial accommodation for the employee, or the employee and his/her dependants, while in direct travel status to the place of employment, for a maximum of three days at the most economical rates.
- (b) 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~~. 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.
- (c) ~~In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.~~

40.12 The Union withdraws the proposal

40.16 The Union withdraws the proposal

40.19 We only need these proposals in place for six months after date of signing in order for everyone to leave.
40.21

40.19 Indeterminate Employees

- (a) On termination, an indeterminate employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- ~~(b) **For Discussion** These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-4.~~

40.20 Term Employees

- (a) On termination, a term employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- ~~(b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-5.~~

40.21 Guidelines

- (a) To be eligible for this assistance, an employee who ~~terminates employment with~~ **ceases to be employed** by the Employer must certify his/her intention to leave his/her community of employment at the time of ~~resignation~~ **termination**.
- ~~(b) An employee who is dismissed, rejected on probation, or declared to have abandoned his/her position is not eligible for relocation assistance.~~
- (c) to (f) Renew

Table A-1
Relocation In **or out** - Eligible Weight Entitlements, Indeterminate And Term Employees
Appointed For Periods Of Less Than One Year
Furnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Furnished only	56.7 kgs (125 lbs.) per month of service contracted, to maximum of 680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	151.5 kgs (334 lbs.) per month of service contracted, to maximum of 1,814 kgs (4,000 lbs.)

Table A-2
Relocation In **or out** - Eligible Weight Entitlements, Indeterminate And Term Employees
Appointed For Periods Of One Year Or More
Furnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Furnished only	680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	1,814.4 kgs (4,000 lbs.)

Table A-3
Relocation In **or out** - Eligible Weight Entitlements, Indeterminate And Term Employees
Appointed For Periods Of One Year Or More
Unfurnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Unfurnished	1,814.4 kgs (4,000 lbs.)
With one Dependand	Unfurnished	2,721.6 kgs (6,000 lbs.)
With two Dependants	Unfurnished	3,175.2 kgs (7,000 lbs.)
With three Dependants	Unfurnished	3,628.8 kgs (8,000 lbs.)
With four or more Dependants	Unfurnished	4,082.4 kgs (9,000 lbs.)

Table A-4
Relocation Out Reimbursement Schedule, Maximum Relocation Allowance
Indeterminate Employees
Unfurnished and Furnished Accommodation

Community	Unfurnished Without Dependants	Unfurnished With Dependants	Furnished Without Dependants	Furnished With Dependants
Arctic Bay	\$8,287	\$13,812	\$6,215	\$10,359
Qikiqtarjuaq	\$8,042	\$13,404	\$6,032	\$10,053
Cape Dorset	\$7,729	\$12,882	\$5,797	\$9,662
Clyde River	\$9,058	\$15,096	\$6,793	\$11,322
Grise Fiord	\$10,638	\$17,730	\$7,979	\$13,298
Hall Beach	\$8,233	\$13,722	\$6,175	\$10,292
Igloolik	\$8,233	\$13,722	\$6,175	\$10,292
Iqaluit	\$6,170	\$10,284	\$4,628	\$7,713
Kimmirut	\$6,732	\$11,220	\$5,049	\$8,415
Nanisivik	\$8,078	\$13,464	\$6,059	\$10,098
Pangnirtung	\$7,376	\$12,294	\$5,532	\$9,221
Pond Inlet	\$10,066	\$16,776	\$7,549	\$12,582
Resolute Bay	\$8,338	\$13,896	\$6,253	\$10,422
Sanikiluaq	\$4,979	\$8,298	\$3,734	\$6,224
Arviat	\$5,152	\$8,586	\$3,864	\$6,440
Baker Lake	\$7,085	\$11,808	\$5,314	\$8,856
Chesterfield Inlet	\$5,994	\$9,990	\$4,496	\$7,493
Coral Harbour	\$7,988	\$13,314	\$5,991	\$9,986
Rankin Inlet	\$5,180	\$8,634	\$3,885	\$6,476
Repulse Bay	\$7,988	\$13,314	\$5,991	\$9,986
Whale Cove	\$5,944	\$9,906	\$4,458	\$7,430
Cambridge Bay	\$5,022	\$8,370	\$3,767	\$6,278
Gjoa Haven	\$8,021	\$13,368	\$6,016	\$10,026
Kugluktuk	\$4,964	\$8,274	\$3,723	\$6,206
Kugaaruk	\$8,935	\$14,892	\$6,701	\$11,169
Taloyoak	\$8,554	\$14,256	\$6,415	\$10,692

Table A-5
Relocation Out Reimbursement Schedule, Maximum Relocation Allowance
Term Employees
Unfurnished and Furnished Accommodation

Community	Unfurnished Without Dependants	Unfurnished With Dependants	Furnished Without Dependants	Furnished With Dependants
Arctic Bay	\$6,215	\$10,359	\$4,662	\$7,769
Qikiqtarjuaq	\$6,032	\$10,053	\$4,524	\$7,540
Cape Dorset	\$5,797	\$9,662	\$4,348	\$7,247
Clyde River	\$6,793	\$11,322	\$5,095	\$8,492
Grise Fiord	\$7,979	\$13,298	\$5,984	\$9,974
Hall Beach	\$6,175	\$10,292	\$4,631	\$7,719
Igloolik	\$6,175	\$10,292	\$4,631	\$7,719
Iqaluit	\$4,628	\$7,713	\$3,471	\$5,785
Kimmirut	\$5,049	\$8,415	\$3,787	\$6,311
Nanisivik	\$6,059	\$10,098	\$4,544	\$7,574
Pangnirtung	\$5,533	\$9,221	\$4,149	\$6,916
Pond Inlet	\$7,549	\$12,582	\$5,662	\$9,437
Resolute Bay	\$6,253	\$10,422	\$4,690	\$7,817
Sanikiluaq	\$3,734	\$6,224	\$2,801	\$4,668
Arviat	\$3,864	\$6,440	\$2,898	\$4,830
Baker Lake	\$5,314	\$8,856	\$3,985	\$6,642
Chesterfield Inlet	\$4,496	\$7,493	\$3,373	\$5,620
Coral Harbour	\$5,992	\$9,986	\$4,494	\$7,490
Rankin Inlet	\$3,886	\$6,476	\$2,914	\$4,857
Repulse Bay	\$5,992	\$9,986	\$4,494	\$7,490
Whale Cove	\$4,458	\$7,430	\$3,344	\$5,573
Cambridge Bay	\$3,767	\$6,278	\$2,825	\$4,709
Gjoa Haven	\$6,016	\$10,026	\$4,512	\$7,520
Kugluktuk	\$3,724	\$6,206	\$2,793	\$4,655
Kugaaruk	\$6,701	\$11,169	\$5,026	\$8,377
Taloyoak	\$6,415	\$10,692	\$4,811	\$8,019

Table A-6
 Relocation Out Allowance Eligibility %
 Indeterminate and Term Employees

Length of Service	Entitlement
1 year or less	0% 20%
2 years and less than 3 years	0% 40%
3 years and less than 4 years	50% 60%
4 years and less than 5 years	60% 80%
5 years and less than 6 years or greater	70% 100%
6 years or greater	100%

ARTICLE 41 - Duty Travel

41.01 (a) Renew

(b) **Agree to employer proposal**

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.

(c) Renew

(d) Renew

41.05 The Union withdraws its proposal

41.06 The Union withdraws its proposal

41.07 Other Expenses

Employees may be reimbursed for:

(a) to (f) Renew

(g) ~~employees may be reimbursed for~~ **child** care expenses if the employee, due to the requirement to travel **or attend training in their home community** 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:

(i) ~~forty dollars (\$40.00)~~ **seventy-five dollars (\$75.00)** 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.~~

ARTICLE 43 – Education and Professional Development Leave

For Discussion – The employer shall set aside an amount equal to 6% of salaries to provide leave and expenses under this article...

For Discussion – The employer shall ensure that two educational sessions per year are provided to professional staff...

ARTICLE 51 – Casual Employment

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

Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his/her employment.

Where an employee works beyond a four month period, the employee shall be appointed on a term basis and become subject to the provisions of Article 52.

A casual employee shall be eligible to apply for and receive an interview for vacant positions.

51.02 The Employer shall ensure that a series of casual 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 casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

51.03 A casual 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 casual 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 casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

(b) Renew

(c) Renew

ARTICLE 52 - Term Employees

New

52.05 A term employee shall be eligible to apply for and receive an interview for vacant positions.

52.06 The Union withdraws this proposal

New

~~**52.06** Term employees who have been hired for a period of one year shall be converted to indeterminate status.~~

ARTICLE 54 - Duration and Renewal

54.01 The terms of this Agreement shall be from ~~April 1, 2003 to September 30, 2006.~~
October 1, 2006 to September 30, 2009.

The pay schedules contained in Appendix B take effect on the dates specified.
The Nunavut Northern Allowance schedules take effect on the dates specified.
All other provisions of this Agreement shall take effect on ~~June 17, 2004~~ **to be determined** unless another date is expressly set out.

New - Memorandum of Understanding (8)

For Discussion – Discipline

The Union is proposing that the parties develop language which will accommodate employees who have been charged with a criminal offence and whose case is not yet resolved in the courts.

The Union withdraws this proposal

~~**New – Memorandum of Understanding (9)**~~

~~**For Discussion – Fitness Allowance**~~

~~**The Union is proposing the introduction of a Fitness Allowance for all employees in the amount of \$1,000.**~~

New - Memorandum of Understanding (10)

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 who are on staff as of September 1 each year and who have a minimum of six months continuous service will receive an annual Continuous Service Bonus according to their length of service. The Continuous Service Bonus will be paid on the second pay period of September.

<u>Continuous Service</u>	<u>Annual Payment September 1, 2006</u>
6 to 12 months	\$ 1,000 (prorated)
1 year of continuous service	\$ 1,000
2 years of continuous service	\$ 2,000
3 years of continuous service	\$ 3,000
4 years of continuous service	\$ 4,000
5 years of continuous service	\$ 5,000
6 years of continuous service	\$ 6,000
7 years of continuous service	\$ 7,000
8 years of continuous service	\$ 8,000
9 years of continuous service	\$ 9,000
10 or more years of continuous service	\$10,000

Employees with less than 12 months continuous service but who have completed six months continuous service will have their bonus prorated an the number of completed months of continuous service.

The Union withdraws this proposal

~~**New – Memorandum of Understanding (11)**~~

~~**For Discussion – Post Board Staffing Interviews**~~

~~**The Union is proposing the introduction of a formal process for employees to request a Post Board Interview following a staffing action.**~~

New - Memorandum of Understanding (12)

For Discussion – Job Postings

The Union is proposing the introduction of the following language for Staffing based on the following principles:

-All vacancies shall be posted internally within the G of N prior to posting outside of the G of N.

-All Indeterminate, Term and Casual employees (with at least six months of service), shall be eligible to apply.

-A job may be advertised externally and concurrently with an internal posting, providing that the internal process is completed before the external candidates are considered.

Memorandum of Understanding (13)

For Discussion – Housing Allowance

The Union is proposing the introduction of a Housing Allowance of \$1,000 per month.

New - Memorandum of Understanding (14)

Whistleblowing

XX.01 No employee shall be disciplined or otherwise penalized, including but not limited to demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the Public Service as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, or Act of a legislature of any province or territory or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety of the environment.

New - Memorandum of Understanding (15)

For Discussion – Duty to Accommodate

The Union is proposing the introduction of language into the collective agreement which would provide salary protection for employees whose needs are not being adequately addressed by the employer.

New - Memorandum of Understanding (16)

For Discussion – Payroll Tax

The Union is proposing the introduction of an allowance equivalent to 2.0% of pay to offset the cost of the payroll tax.

New – Memorandum of Understanding (17)

Social Justice Fund

The Employer shall contribute one cent per hour worked by each Employee to the Alliance Social Justice Fund commencing on the date that the Alliance Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the Alliance National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.

Group 2
Correctional Officers and Youth Officers

-Incorporate Case Workers into Collective Agreement.

NEW

1. All of the provisions of the Collective Agreement shall apply to Correctional Officers and Youth Officers of the Department of Justice at The Baffin Correctional Center and Isummaqsunngittukkuvik Youth Center. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement the provision in this Appendix shall prevail.

NEW

2. Designated paid holidays.

- (a) An employee shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.
- (b) When a day designated as a holiday under clause 15.01 coincides with an employee's day of rest, the employees next scheduled day of work will be considered a designated holiday and will be compensated on the OT rate.
- (c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on that holiday:
 - (i) Two (2) times the employee's hourly rate for hours worked, or
 - (ii) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- (d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

3. Work Hours and Work Schedule

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

HOURS OF WORK – Correctional Officers and Youth Officers

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

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

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

Notwithstanding above, Correctional Officers and Youth Officers shall on a daily basis, work twelve (12) hours inclusive of a paid meal break of one-half (1/2) hour and, on a weekly basis, work forty (40) hours inclusive of paid meal breaks.

Based on operational requirements, the employer shall consult the employee prior to any adjustment of hours or any change to the employee’s schedule.

The employer shall give employees at least fourteen (14) days notice of any change in the employees’ schedule.

4. Scheduled Shifts

Every officer 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 the employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

6. Shift Change

The employer will permit mutual shift exchanges subject to 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 the same two (2) week pay period ; and

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

7. Meals

The employer agrees to provide two (2) hot meals to employees working on the shift between 0630 -1830 daily and to provide food for other employees to prepare their own meals on the shift 1830-0630.

During this meal period the officers may be away from their place of duty, but not off the premises, provided that at least four (4) Correctional Officers, one being the Control Officer, or two (2) Youth Officers, one being the Shift Supervisor, whichever is appropriate, remain on duty at all times.

8. Work Assignment(s) Outside Facilities

Corrections and Youth Officers assigned outside of the facility to which he or she is normally assigned to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 ½) for each twenty-four (24) hour period of such assignments.

9. Dry-Cleaning Allowance

Employee's 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

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.

12. Casual Employees

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

13. Hours of Work/Annual Rates of Pay

In order to compensate for the reduced work week as specified in paragraph above, Corrections Officer and Youth Officers will earn periodic days off as follows:

- (a) ten (10) hours off with pay following each one hundred and twenty(120) hours worked, for a total of one hundred thirty (130) hours;
- (b) Each fiscal year employees will be granted periodic days off in blocks of either four (4) or three (3) days according to the request of the employee. To ensure that all periodic days are used before the end of the fiscal year, any remaining days of less than four (4) days shall be permitted. It is understood that when taking blocks of four (4) days, it will be an entire shift of four (4) consecutive days.
- (c) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
- (d) When two or more employees apply for periodic leave and annual leave, preference will be given to the employee requesting annual leave.
- (e) Subject to operational requirements, the Employer agrees that, except as provided above. nothing will prohibit an employee from requesting and receiving a period of leave with pay comprising any combination of annual and/or lieu and/or periodic days.
- (f) In order that a block of periodic leave be approved, employees should make the request thirty (30) days in advance. Periods of one (1) day will require forty-eight (48) hours of notice.
- (g) Periodic days off which have been earned but not used shall be paid out at the end of each fiscal year at the straight time rate. In addition, employees who have applied for and have been denied a period of periodic leave requested, shall be compensated in accordance with Article 23 of the Collective Agreement, except for denial caused by the application of (c) and/or (d).
- (h) When an employee is required to work on his periodic day off, he or she shall receive his or her regular pay plus overtime compensation in accordance with Article 23 of the Collective Agreement, these days shall

counted in the calculation of determining the second and subsequent days of rest.

- (i) Periodic days off shall be pro-rated based on the number of days worked in proportion to fifteen (15) or thirty-one as the case may be. These days off, including fractional entitlements calculated as a minimum of one (1) hour, shall be paid out in cash upon termination of employment.
- (j) Corrections Officers, Case Workers and Youth Officers while assigned day positions will not earn periodic day credits.
- (k) Casual employees will not earn periodic days but will receive overtime payment for hours in excess or outside of the regularly scheduled hours of work, and hours in excess of 37.50 hours per week.

14. Discretionary Leave

Correctional and Youth Officer who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, ~~and who is 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 notice period 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 reason specified in (a) and (b) above, discretionary leave will be granted when requested by the employees.
- (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.

15. Youth 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.

The Employer will provide the employee with a clothing allowance of \$250.00 for clothing that is damaged in the workplace.

16. Hazardous Work Premium

A Hazardous Work Premium shall be payable to Correctional Officers and Youth Officers in the Department of Justice, Government of Nunavut.

The Hazardous Work Premium is used to provide additional compensation to Correctional Workers, Case Workers and Youth Workers by reason of duties being performed in a Correctional and/or Youth Centre as defined in the Corrections and Conditional Release Act as amended from time to time.

The payment of the premium for Hazardous Work shall be determined by the designated security level of the Correctional Facility/Youth Center as determined by the DOJ, GN. For those institutions with more than one (1) designated security level (i.e. multi-level institutions) the HWP shall be determined by the highest security level of the institution.

Amount of Hazardous Work Premium

MAXIMUM	MEDIUM	MINIMUM
\$ 6000	\$ 4800	\$ 3600

HIGHLIGHTS

- 1. Case Workers from CRC and IVALUTT shall be incorporated into this appendix.**
- 2. Correctional Officers, Youth Officers and Case Workers will go to a 12 hour schedule.**
- 3. Young Offenders will go from 2080 to 1950 and shall collect periodic days.**
- 4. Article shall apply Correctional Officers, Youth Officers and Case Workers.**
- 5. Young Offenders will receive a clothing allowance**
- 6. A hazardous work premium shall be applied to employees working at BCC, IYC, CRC and KIC**

Group 3

Nunavut Arctic College - College Educators

Amend 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.
2. For the purposes of this Agreement, Campus Director refers to the senior manager responsible to the President of Nunavut Arctic College for the operations of a particular campus
 - (a) The college instructional year will be 200 days (200) working days. The employer shall make every reasonable effort to schedule the working days between September 1 and August 15. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday. No College Educator will be required to work two consecutive instructional years, which include a period between June 30 and August 15.
 - (b) In the event that College Educator, in delivering a course is required to deliver the course “on the land”, the College Educator’s work will be defined as 37.5 hours. If the course runs over a weekend, then the College Educator will be entitled to the normal overtime pay as defined in Article 23.
 - (c) College Educators who are required by the Employer to work in excess of the instructional year shall receive overtime in accordance with Article 23.
 - (d) Annual salary is calculated on the basis of a College Educator working two hundred (200) days per instructional year.
 - (e) Class contact hours for College Educators shall not exceed 900 hours in any instructional year. One contact hour shall be one hour of lecture, seminar, shop, laboratory work, tutorial or group remedial session.
 - (f) College Educators will have a minimum of five (5) days without class contact between semesters; **however, College Educators who teach in programs which are taught in modular delivery will have a minimum of three (3) days without class contact between courses.**
 - (g) College Educators shall be granted leave with pay for the work days between Boxing Day and New Year’s Day with no charge against leave credits.
3. **The following clauses of Article 18 do not apply:**

18.01

18.02 (a)(v)(c)

18.04

- (a) College Educators shall have a total of forty-six (46) days of annual leave. College Educators hired on other than indeterminate status shall earn their annual leave entitlement on a prorated basis
- (b) Where in any year an employee has not been granted all of the annual leave credited to him/her, the unused portion of his/her annual leave **up to one year's entitlement** ~~a maximum twenty days (20) leave~~ shall be carried over into the following year. Earned but unused annual leave credits in excess of **one year's entitlement** ~~twenty (20) days~~ shall be paid in cash at the employee's daily rate of pay on March 31.

4. Senior Instructors

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 area of specialty, will be paid a senior instruction's allowance of \$2,100.00 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 on a prorated basis.

5. Appointment

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 College Educators who satisfactorily complete the required course work within the first two (2) years of hire 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 ~~3-Year~~ **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 instructional modules
 - (ii) **when first hired** be required to have completed 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.

7. Professional Development

Nunavut Arctic College recognizes its obligations to create a workforce representative of the population of Nunavut. Toward this end, Nunavut Arctic College will make every reasonable effort to increase the participation of Land Claims Beneficiaries in professional development programs.

- (a) A Professional Development Fund ("PD Fund") shall be maintained to support the professional improvement of eligible College Educators so as to enhance the quality and relevance of education for students in Nunavut.
- (b) Eligible College Educators shall be entitled to receive funding from the Professional Development Committee ("PD Committee"), with the following restrictions. For the purposes of this section on Professional Development, eligible College Educators shall include: Instructors, Senior Instructors, Intern Instructors, Adult Educators, Coordinator of Community Based Programs (**including** CTEP), and Principal of NTEP, **Counselors, Librarians and Nunavut Research Institute Managers**, herein called the "Applicant."
 - (i) Committee Approved Professional Development funding ("Committee Approved PD") ~~is required and~~ is restricted to

Indeterminate or ~~three year base funded~~ Term Employees who have **more than one year of three years** previous continuous service with the College and whose present term of employment will cover the period from the proposal, the actual educational leave, through (and including) the Repayment Period. ~~Intern Instructors are not required to have completed three years of continuous employment but their present term of employment must cover the period from the proposal, the actual educational leave, through (and including) the Repayment Period.~~

- (ii) Elective PD Leave (“Elective Leave”) is restricted to Indeterminate; three-year base funded Term Employees and academic year appointments and requires the approval of the Applicant’s Campus Director.
- (c) Without restricting the generality of the term Professional Development, such development shall be determined by individual and group Applicants and may include courses, workshops, seminars, distance education, correspondence courses, part-time courses and/or conferences on curriculum, disciplines and specialties being taught at the College as well as research in non-academic learning environments. PD is for the purpose of improving the Applicant's professional insights, knowledge and teaching skills. Activities, which reflect Inuit Qaujimajatuqangit, are eligible for funding.

8. 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 Indeterminate and/or three-year base-funded Term eligible College Employees. 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.
- (b) Guidelines for the operations of the PD Committee approval of the funding and for application procedures for Committee Approved PD is developed and maintained by the Committee and are binding on the Applicant.
- (c) The College provides a contract that outlines entitlements and obligations for Applicants, which must be signed by the Applicant prior to the commencement of Committee Approved PD.

9. Funding

- (a) Funds provided by Nunavut Arctic College for PD activities shall be used for educational purposes

- (b) The funding provided by the College shall represent an amount equal to 63 % of the College's full-time College educators' salaries. The college will annually replenish the fund by an amount equal to 63 % of full-time College educators' salaries on April 01 of the year of the leave will be taken. This fund is established for Committee Approved PD
- (c) In addition, a short-term training fund shall be set up equivalent to \$750.00 per year per full-time College Educators' salaries, to be administered by the Campus Director. The Campus Directors will report annually to the President of Nunavut Arctic College on the use of short-term monies. This fund is established for short-term, Elective Leave.
- (d) Any funding from sources other than the College shall be administered by the PD Committee and shall not be considered as part of the funding provided in clauses 8(b) or 8(c).
- (e) The PD fund will be credited with the proportional rate of return the College earns on its revenue investments.

10. Types of Professional Development Opportunities

- (a) Committee Approved Professional Development is defined as:

A Program of Study that is greater than \$3000.00 and may require considerations such as re-staffing and removal.
- (b) Elective Leave can be defined as:

A Learning Activity that is less than \$3000.00 **and more than \$750.00**, shorter in duration and does not require re-staffing or removal.
- (c) College-Wide PD will be defined as an opportunity for the entire College to learn together and exchange knowledge and skills. The College will provide additional funding (amount to be negotiated) and collaborate with the PD Committee every three years to organize this event. During that year, Elective Funds may be used for this activity as well as funds approved by the PD Committee from the CA Fund.

11. Applicant Obligations

The Applicant must:

Upon completion of Committee Approved PD, work for the College for a period of one year for every year that remuneration was received for Committee Approved PD or

one times the length of the leave if it is for **less than under one year, herein** called the “Repayment Period.”

12. Entitlements for Committee Approved PD where leave is required:

The following entitlement shall be granted for PD Leave under Clause 11.

The Applicant will receive:

- (a) An allowance based on the number of completed years of service by the Applicant:
 - (i) Seventy percent (70%) of the salary for three (3) years completed service;
 - (ii) Eighty percent (80%) of the salary for four (4) years completed service;
 - (iii) Ninety percent (90%) of the salary for five (5) years completed service;
 - (iv) One hundred percent (100%) of the salary for six (6) years completed service.
- (b) Allowable expenses for Professional Development may include, but not be limited to, tuition, books, student fees, return travel and return removal expenses (as per the Collective Agreement) from the place of employment to the location of the Program of Study, honorariums, resources/equipment, conference fees, and any reasonable associated costs to achieve the goal of the Learning Activity or Program of Study. **An accommodation allowance of \$1,000 per month is payable where leave is granted for less than a full academic year, where the Applicant is leaving his/her community for Professional Development and where removal expenses are not paid.**
- (c) Applicants will:
 - (i) retain their position and seniority **and shall retain all other benefits pursuant to the collective agreement;**
 - (ii) in the case of northern study, Northern Allowance will be paid to the Applicant;
 - (iii) have their relevant experience or training recognized for purposes of placing them on the salary grid upon their return to work;

- (iv) have the right to pay into all normal benefit packages including the Employer's share, if required.

~~(d) Applicants will not earn any leave credits while on education leave.~~

13. Elective PD Leave

The following will apply to Elective PD Leave:

- (a) Applicants will receive up to 5 days paid leave and can count up to 5 days towards their 200-day cycle. Additional days must be taken as Annual Leave.

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

- (a) Employees on PD Leave must sign a Professional Development Leave Agreement which stipulates the terms and conditions of the PD funding and approved leave:

**Group 5
Health Care Workers**

1. All of the provisions of the Collective Agreement shall apply to the health care employees of the Department of Health and Social Services hospital and health care facilities, institutional nurse at Correctional Centres and dental therapists except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.
 - (a) **College Educators with the Nunavut Arctic College shall be entitled to allowances paid in sections 11 and 20.**
2. The following Articles of the Agreement are modified:

ARTICLE 2 - DEFINITIONS

- 2.01 (ff) **Rates of Pay**
 - (i) "Annual Rate of Pay" is that amount which is specified in the pay attached to this Agreement;
 - (ii) "Hourly Rate of Pay" is that amount which is arrived at by dividing the annual rate of pay by two thousand eighty (2,080) hours; or by one thousand nine hundred fifty (1,950) hours, whichever is appropriate for the employee's classification.
 - (iii) "Weekly or Bi-Weekly Rate of Pay" is that amount which is arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.
- (oo) "Week" for the purposes of this Agreement shall be deemed to commence and 0000 hours on Saturday to 2400 hours on Friday for the Baffin Regional Hospital.
- 2.02 (a) "**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) "**Registered Nurse**" means a person who is registered pursuant to the *Nursing Profession Act*.
- (c) "**Certified Nursing Assistant**" means a person who is registered pursuant to the *Certified Nursing Assistants Act*.

- (d) **"Operating Room Technician"** means a person who has successfully completed a recognized program in Operating Room technique.
- (e) **"Dental Therapist"** means a person who is registered pursuant to the Dental Auxiliaries Act.
- (f) **~~"Midwife Registered Nurse Registered Midwife"~~ 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.**

3. **Designated Paid Holidays**

- (a) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.
- (b) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

4. An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a social worker, community health nurse or hospital technician and who is normally required to be on standby at least ten days per month, may use four (4) days of his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

5. **Hours of Work**

Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid-morning and mid-afternoon, or the middle of the first half and the last half of a shift. The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

6. **Shift Schedules**

Discussion of Shift Pattern - The shift pattern shall be two twelve hour day shifts followed by two twelve hour night shifts followed by four days off.

- (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the schedule.
- (b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee for a minimum of twenty-eight (28) days.
- (c) Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 ½) for the first two (2) full shifts worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that there shall be no split shifts.
- (e) Employees shall not be required to work more than seven (7) consecutive eight (8) hour shifts or four (4) consecutive twelve (12) hour shifts between days off and it shall be the intent to assign less than the maximum.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital, the employees affected and the local of the Union.

7. **Responsibility Allowance**

When an employee is designated in charge of a ward, unit, Health Centre or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of \$2.00 per hour in respect of such added responsibilities.

8. **Notice of Termination**

A Graduate Nurse, Registered Nurse, Certified Nursing Assistant, Operating Room Technician, X-Ray Technician, Pharmacy Technician, Respiratory

Therapist, Occupational Therapist or Physiotherapist resigning from the Hospital or a Community Health Centre shall give twenty eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

9. Professional Nurses' Registration

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examinations.

10. Health Requirements And Benefits

As a condition of employment at the Hospital or Health Centre, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the *Hospital Insurance and Health and Social Services Act*.

Prescriptions are available at the Baffin Regional Hospital for the benefit of Hospital employees at hospital cost plus a prescription fee of \$3.00 upon receipt of the doctor's written prescription.

Drugs and medication not normally kept in stock will not be ordered specially so as to comply with the doctor's written prescription.

11. Uniform Policy

Special wearing apparel required by the Hospital to be worn by employees while on duty will be provided and laundered by the Hospital free of charge to the employee. It being understood that such special apparel shall remain the property of the Hospital.

The cotton uniforms provided by the Hospital to certain categories of personnel will be laundered by the Hospital. These uniforms will remain the property of the Hospital and shall not be worn off the Hospital property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars (\$25.00) per month to assist in the purchase and cleaning of the uniforms.

12. Modified Work Week

The Employer and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

13. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working in a compressed work period with no increased cost to the Employer.
14. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

15. **Hours Of Work**

- (a) Regular hours of work for full-time employees exclusive of meal periods shall be:
 - (i) twelve (12) consecutive hours per day.
 - (ii) one thousand, nine hundred and fifty (1,950) hours per year.
 - (iii) a maximum of four (4) consecutive shifts.
- (b) Regular hours shall be deemed to:
 - (i) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
 - (ii) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
 - (iii) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.
 - (iv) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

For Discussion

- (v) The Employer agrees to provide food for employees who work a twelve hour night shift. The specified period will be as close to the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

16. Overtime

Discussion of Call back protocol

- (a) Overtime is all time required by an Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.
- (b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

17. Annual Leave

- (a) An employee working an extended work day and compressed work week shall be entitled to annual time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, annual leave credits shall be paid out on the basis of 7.5 hour days.
- (b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

18. Designated Paid Holidays

- (a) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.
- (b) When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.
- (c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition

to the pay that the employee would have been granted had the employee not worked on that holiday:

- (i) One and one-half (1 ½) times the employee's straight time rate for the first half (1/2) of the shift worked and
 - (ii) Two (2) times the employee's straight time rate for hours worked for the second (1/2) of the shift, or
 - (iii) an equivalent combination of cash and day of leave at a later date convenient to both the employee and the Employer.
- (d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

19. **Sick Leave**

- (a) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

20. **Special Clinical Preparation**

- (a) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional \$40.00 per month if he/she has utilized the course within four (4) years prior to employment.
- (b) An employee may not qualify for more than one payment under categories in the following Clauses (c), (d), and (e).

(c) **CHA/CNA Courses**

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month.

(d) **University Preparation**

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head or

Midwifery course and is employed in a capacity utilizing this course will receive an additional \$75.00 per month.

- (e) An indeterminate, term or part-time employee who has received a baccalaureate ~~or higher~~ degree approved by the Deputy Head will receive an additional \$125.00 per month. **An indeterminate, term or part-time employee who has received a Masters degree approved by the Deputy Head will receive an additional \$225.00 per month. An indeterminate, term or part-time employee who has received a Doctorate degree approved by the Deputy Head will receive an additional \$325.00 per month.**

21. **Medivac/Rescue/Survival Training And Equipment**

All personnel who may take medical rescue and evacuation flights shall have made available to them through paid education leave survival training and medivacuation training skills.

22. **Compensation For Prior Experience**

All health care professionals (excluding administrative support staff and cleaning staff) will be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.

23. **Annual Special Allowance**

For Discussion

- **Amend Compensation – to be determined**
- **Add Midwives**
- **Add Mental Health Consultants**
- **Add Mental Health Specialists**
- **Add Psychiatric Nurses**
- **Add Community Social Services Workers**
- **Add Psychologists**

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be ~~\$10,000.00 and, effective April 1, 2005, will be~~ \$10,500.00.

- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be ~~\$7,000.00 and, effective April 1, 2005, will be \$7,350.00~~ but will be increased to the rates in (a) for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse Health Centres will be ~~\$5,000.00 and, effective April 1, 2005, will be \$5,250.00~~ but will be increased to the rates in (a) and (b) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one or two Nurses respectively, due to staff shortage.
- (d) The annual special allowance for Nurses in Nursing position in four-Nurse Health Centres will be ~~\$2,500.00 and, effective April 1, 2005, will be \$2,625.00~~ but will be increased to the rates in (a), (b), and (c) above for such temporary periods exceeding seven (7) calendar days as the Centres are operating with only one, two or three Nurses respectively due to staff shortage.
- (e) Nurses in a five (5) Nurse or larger Health Centres shall receive the rates set out in (a), (b), (c), and (d) for such temporary periods exceeding seven (7) days as the Centres are operating with only one, two, three or four Nurses respectively, due to staff shortage.
- (f) **The annual special allowance for Psychiatric Nurses, Mental Health Consultants, Mental Health Specialists and Community Social Service Workers will be \$10,500.00.**

24. Dental Therapists will normally work the school year and accrue benefits as a Group 6 School Year employee.

25. Occupational Health and Safety

All Community Health Centres shall be equipped with a “Danger Button” to summon help when needed.

All Community Health Centres shall have equipment in good working order and employees shall be provided with the proper training in their use.

The “Zero Tolerance Policy” shall be strictly enforced.

26. Working Alone Allowance

An allowance of 15% of an employee’s rate of pay shall be paid to an employee who works alone due to a vacant indeterminate position.

27. Pay Administration

Discussion

Seven week delay in direct deposit for term and casual workers(no advances provided)

Delivered in sealed envelopes???????????? - where

Overtime not being paid within four weeks of submission

Overtime payments not clearly identified

Retroactive salary payments and NNA payments are not properly identified

28. Psychiatric Nurses, Mental Health Consultants, Mental Health Specialists and Community Social Service Workers shall receive Standby Pay when off duty and in the community.

29. Day Care

The Employer shall provide subsidized Day Care for children of Nurses in Communities

30. Mentoring

An employee who the Employer assigns to be a designated mentor for a specific employee to give guidance and advice in the professional development and mentoring of that employee and who is not assigned those duties in his/her job description shall be paid a mentoring allowance of five hundred dollars (\$500.00) per month or portion thereof for the period of the mentoring.

The mentor will report on the progress of the employee he/she is mentoring on a regular basis. The period of mentoring shall be set out in advance in a Mentoring Agreement, and shall be for a minimum period of one week. The Mentoring Agreement shall set out the roles and responsibilities of the designated mentor and the process for evaluating the progress during the mentoring period.

A mentor will not be responsible for her/his full range of duties during the mentoring period

31. LPN's – Discussion of indeterminate status, recognition as nurses and continuous service bonus.

32. Overtime

All overtime shall be paid at double time.

33. Time off for Union Business

Paid leave shall be provided to the local union as follows:

Number of employees in local	Number of days leave per year
20 to 99	52
100 to 199	104
200 or more	156

GROUP 6

School Year Employees

1. School year employees means ~~Special Needs Assistants, Instructors in Young Offender Facilities~~ and School Community Counselors, Dental Therapists, Library Technicians, ~~Classroom Assistants~~, **Institutional Instructor, School Secretary, School Janitor, Student Support Assistants** and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.
2. The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start ~~a week before the first day of the school year and end a week after~~ **on the first day of the school year and end on the last** day of the school year.

APPENDIX B

PAY SCHEDULES

Adjust all rates of pay as follows

		Oct 1, 2006	Oct 1, 2007	Oct 1, 2008
		%	%	%
Level	1	6.00	6.00	6.00
Level	2	6.16	6.16	6.16
Level	3	6.32	6.32	6.32
Level	4	6.48	6.48	6.48
Level	5	6.64	6.64	6.64
Level	6	6.78	6.78	6.78
Level	7	6.94	6.94	6.94
Level	8	7.09	7.09	7.09
Level	9	7.24	7.24	7.24
Level	10	7.39	7.39	7.39
Level	11	7.55	7.55	7.55
Level	12	6.00	6.00	6.00
Level	13	6.22	6.22	6.22
Level	14	6.44	6.44	6.44
Level	15	6.66	6.66	6.66
Level	16	6.88	6.88	6.88
Level	17	7.10	7.10	7.10
Level	18	7.33	7.33	7.33
Level	19	7.55	7.55	7.55
Level	20	7.77	7.77	7.77
Level	21	7.99	7.99	7.99
Level	22	8.21	8.21	8.21
Level	23	8.43	8.43	8.43
Level	24	8.65	8.65	8.65
Level	25	8.87	8.87	8.87