

**MEMORANDUM OF UNDERSTANDING (15)
BETWEEN
THE GOVERNMENT OF NUNAVUT (GN)
AND
THE NUNAVUT EMPLOYEES UNION (NEU)**

Group 5 Health Care Professionals

1. The Parties agree that the signing of this MOU does not prevent the Parties from discussing, negotiating, amending, or adding to any of the terms of employment addressed in the MOU during negotiations to renew the Collective Agreement between the NEU and the GN expiring on September 30, 2024. The parties further agree that this MOU may be reopened at any time in accordance with Article 55.01.
2. This Memorandum of Agreement (MOU) shall apply to Group 5 Health Care Professionals employed at the hospital, healthcare facilities and correctional centres and include the following positions:
 - Community health nurse
 - Supervisor Home and community care nurse
 - Home care nurse
 - Public health nurse
 - Nurse practitioner
 - Licensed practical nurse
 - Registered psychiatric nurse
 - Mental health nurse
 - Mental health consultant
 - Registered Nurses: Inpatient, Emergency Care, and Clinics
 - Graduate Nurse
 - Registered midwife
 - Dental therapist
 - Pharmacist
 - Pharmacy technician
 - Pharmacy assistant
 - Regional communicable disease coordinator
 - Medical laboratory technologist
 - Mammography technician
 - Computed tomography technologist
 - Medical radiation technologist
 - Medical sonographer
 - Registered respiratory therapist
 - Medical laboratory assistant
 - Registered dietitian
 - Audiologist
 - Physiotherapist
 - Occupational therapist
 - Speech-language pathologist
 - Certified registered central sterile technician
 - Biomedical technologist
 - Regional Environmental Health Officers
 - Institutional Nurses at Correctional Centres
3. For so long as this Memorandum of Agreement remains in effect, Section Group 5 of the Collective Agreement shall be deemed to be not in effect for Health Care Professionals employed at the hospital, healthcare facilities, and correctional centres and listed in Article 1 of this MOU.
4. This MOU shall come into effect August 2, 2023, and to expire August 1, 2025.

5. Health Care Professionals

All the provisions of the Collective Agreement shall apply to Health Care Professionals employed at the hospital, health care facilities, and correctional centres as defined in Article 1 of this MOU. Provisions for Dental Therapists shall only apply as set out in article 25 of this MOU. In any case where a provision contained in this Memorandum of Agreement conflicts with a provision of the Collective Agreement, the provision in this MOU shall prevail.

6. Definitions for Group 5 Health Care Professionals

(a) Articles 2.01 (ff) and 2.01 (oo) of Article 2 are modified as follows:

2.01 (ff) Rates of Pay

(i) "Annual Rate of Pay" is the amount specified in Appendix B to this Agreement;

(j) "Weekly or Bi-Weekly Rate of Pay" is the amount 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 at 00:00 hours on Saturday to 23:59 hours on Friday for the Qikiqtani General Hospital.

- (b) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act*.
- (c) "Registered Nurse" means a person who is registered pursuant to the *Nursing Profession Act* and includes a nurse practitioner.
- (d) "Central Sterilizing Room Technician" means a person who has successfully completed a recognized Central Sterilizing Room Technician course.
- (e) "Dental Therapist" means a person who is registered pursuant to the *Dental Auxiliaries Act*.
- (f) "Midwife" means a person who is registered pursuant to the *Midwifery Profession Act*.
- (g) "Registered Psychiatric Nurse" is a person who is registered as a psychiatrist nurse in a Canadian province or territory where psychiatric nursing is recognized by law.
- (h) "Licensed Practical Nurse" is a person who is registered as a Licensed Practical Nurse in a Canadian province or territory where the profession of Licensed Practical Nurse is recognized by law.

7. Designated Paid Holidays

(a) Article 51.03(c) is modified as follows:

Article 15 – Designated Paid Holidays shall apply to a casual employee listed as a Group 5 Health Care Professional, as defined in Article 1 of this Memorandum of Agreement. For clarity, the requirement for 15 calendar days of continuous employment will not apply for casual Group 5 Health Care Professionals.

- (i) 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.

- (j) 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 23:59 on the designated holiday.

8. Discretionary Leave

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 Community Health Nurse or Hospital technician and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of their Special Leave Credits each year at their discretion on adequate notice to their supervisor.

9. Rest Periods

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.

10. Shift Schedules

- (a) The employer agrees that before a schedule of working hours is changed, the change will be discussed with 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 will 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 between days off and it shall be the intent to assign less than the maximum.
- (f) Employees working 12 hour shifts shall reference the Memorandum of Understanding re: 12 Hour Shift Schedule, for provisions specific to these shifts.
- (g) The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Deputy Head, the employees affected and the Local of the Union, when based on the community's health service needs and health facility utilization demands.
 - (i) When an evening or night shift is arranged, Article 27 – Shift Premiums of the collective agreement will apply.

11. 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.

12. Notice of Termination

All Group 5 Health Care Professionals defined in Article 1 of this Memorandum of Agreement shall give twenty-eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

13. 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 examination.

14. Health Requirements and Benefits

As a condition of employment at the Hospital or Health Facility, 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 Administration Act* and its Regulations.

15. Uniform Policy

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

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

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

16. Modified Work Week

(a) 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.

- (b) It is recognized that the primary intent of the Modified Work Week (M.W.W) is to provide personnel working it a compressed work period with no increased cost to the Employer.
- (c) 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.
- (d) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 1 and shall be paid at the employee's basis rate of 7.5 hours.

17. Hours of work

- (a) Other than those employees covered under the MOU 12 Hour Work Schedule, the regular hours of work for full-time employees exclusive of meal periods shall be one thousand, nine hundred and fifty (1,950) hours per year.
- (b) Regular hours shall be deemed to:
 - (i) Include two (2) rest periods, with pay, of fifteen (15) minutes during each shift of 7.5 hours, commencing on or about mid-way between starting time and the first meal break, and mid-way between the meal break and the end of the shift, or one rest period with pay, of fifteen (15) minutes during each partial shift of four (4) hours, as scheduled by the Employer.
 - (ii) Exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer if the employee works 7.5 hours.
 - (iii) 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.

18. Night Shift Food

The employer agrees to provide food for employees who work a twelve (12) 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.

19. Overtime

- (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 proceeding 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.

20. 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.

21. 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.

22. Special Clinical Preparation

- (a) An indeterminate, term, or part-time Group 5 Health Care Professional (as defined by Article 1 of this MOU) with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which they are qualified, will be paid an additional \$40.00 per month if they have 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) Canadian Healthcare Association / Canadian Nurses Association Courses
An indeterminate, term, or part-time Registered Nurse who has successfully completed a Canadian Healthcare Association / Canadian Nurses Association certification course 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.

23. Compensation For Prior Experience

All health care professionals, as defined by Article 1 of this Memorandum of Agreement, will be credited with a one pay level increment for every one (1) completed years' prior related experience they have in their field to a maximum of step six (6).

24. Annual Special Allowance

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be \$19,5000.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be \$16,350 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 \$14,250 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 positions in four-Nurse Health Centres will be \$11,625 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) The annual special allowance for Nurses in nursing positions 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.

25. Tiered Premium Allowance for Difficult to Fill Positions

- (a) The tiered premium allowance for eligible *Indeterminate* and *Job Share* Employees is as follows:
 - (i) Tier One: \$10/hour premium for the following positions: Community Health Nurse, Nurse Practitioner, Public Health Nurse, Psychiatric Nurse, Mental Health Consultant and Midwife; **OR**
 - (ii) Tier Two: \$15/hour premium for the following positions in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, Psychiatric Nurse, Mental Health Consultant and Midwife.
 - (iii) For clarity, the highest eligible rate supersedes the other rates proposed.
- (b) The tiered premium allowance for eligible *Casual* Employees is as follows:
 - (i) Tier One: \$10/hour premium for the following casuals who sign a minimum 4-week contract in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, Psychiatric Nurse, Mental Health Consultant and Midwife; **OR**
 - (ii) Tier Two: \$10/hour premium for the following casuals who sign a minimum 4-week contract in any community during the peak summer period (2nd Sunday in June to 2nd Sunday in September) or during the Winter Holiday Period (3rd Sunday in December to 2nd Sunday in January) with a requirement to work either December 25th or January 1st: Community Health Nurse, Nurse Practitioner, Public Health Nurse, Psychiatric Nurse, Mental Health Consultant and Midwife.
- (c) For further clarity, this tiered premium allowance is on top of existing salary and eligible allowances and do not apply to vacation hours or other types of leave.

26. Recruitment and Retention Bonus

- (a) Group 5 Health care professionals, as defined in Article 1 of this Memorandum of Agreement, may be eligible for a temporary labour market supplement recruitment and retention bonus as follows:
 - \$3,000 at sign-on or approval date for existing employees;

- \$3,000 at six months employment;
 - \$5,000 at one year employment; and
 - \$7,000 at two years employment.
- (b) Employees eligibility to receive this bonus includes the following:
- (i) Currently employed or new appointments into an Indeterminate or Job Share Group 5 position, as defined in Article 1; and
 - (ii) Did not receive a recruitment and retention bonus in the last year of the current Collective Agreement.
 - (iii) For clarity, Group 5 Nurses who are not currently receiving the recruitment and retention bonus under MOU 8 because they have either completed the bonus system due to years of service or were not eligible to receive the bonus are eligible to receive this temporary labour market supplement bonus.
- (c) There is a two-year return of service requirement for this recruitment and retention bonus. If the employee does not fulfill the return of service agreement, the GN will recover allowances paid at a pro-rated amount.

27. Duty Travel Allowances for Casual Group 5 Health Care Professionals

- (a) Article 41 (Duty Travel) of the Collective Agreement applies with the following modifications:
- (i) Duty Travel applies to Casual Group 5 Health Care Professionals (defined in Article 1 of this MOU) for travel to and from a community/territory for up to a maximum of three (3) travel days on each end of the trip, including paid travel days (as per Article 41.01(a)) and per diems (as per Article 41.06(a)) and mileage (as per Article 41.12(a)).
 - (ii) Casual Group 5 Health Care Professionals shall be deemed to be on duty travel for time in transit to and from a community/territory. Employees shall be compensated for travel at regular salary for the time in transit to a maximum of three (3) 7.5 hour days; overtime rates will not apply.
- (b) Casual Group 5 Health Care Professionals travelling to and from a community/ territory will be entitled to reimbursement for baggage (as per 41.07(b)) for up to a maximum of 3 bags each. Overweight charges will not be reimbursed.

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

29. Return of Service (ROS) Program

- (a) The ROS program is available to candidates who are either accepted into or currently enrolled into a post-secondary education program in Canada that will qualify them in a profession designated as Group 5 with the Government.
- (i) Funds available for this program are limited, as such, Nunavut Inuit will be given priority.

- (ii) The ROS program offers one year of tuition in exchange for one year of full-time service in a Group 5 position within the territory, to a maximum of four (4) years. Communities and positions deemed 'difficult to recruit' will be prioritized within this program.
 - (iii) At time of funding approval, the candidate and the Department of Health will sign a contract that outlines the details of employment.
 - (iv) If the candidate decides not to fulfill the contractual obligations, the GN will treat this as a breach of contract and seek repayment. The costs associated with breach of contract will be established in advance through the employment contract between the candidate and the GN.
- (b) For current GN employees applying to the ROS program, they are responsible for applying for leave through their department in accordance with Article 43 of the Collective Agreement. Acceptance in the ROS program is not an automatic approval for education leave – the two programs are separate and subject to separate application and review processes.
 - (c) If an employee receives funding support under the ROS program, the employee is not eligible for the recruitment and retention bonus outlined in Article 25 of this MOU, until such time the return of service component has been fulfilled as per the employment contract.

30. Government of Nunavut FANS Loan Forgiveness Program

- (a) Candidates who qualify for a Group 5 healthcare position and accessed FANS student loans may be eligible for loan forgiveness.
 - (i) Loan forgiveness will equal one-fifth (20%) of their outstanding Nunavut Student Loan debt, up to \$5,000 annually, for up to five years, to a maximum of \$25,000.
 - (ii) The amount of eligible forgiveness would be calculated annually and paid directly to the FANS program. Terms of the agreement will be pre-established through an employment contract between the Department of Health and the candidate.
- (b) Eligibility for the FANS Loan Forgiveness Program includes:
 - (i) Indeterminate employment in a Group 5 position within a Nunavut community;
 - (ii) Been employed full time for a full year (12 consecutive months) in a Nunavut community and be new to the profession or new to the community;
 - (iii) A valid license to practice in Nunavut;
 - (iv) A Nunavut Student Loan in repayment (or in grace period) and in good standing; and
 - (v) Submitted an application form within 90 days of completing a year of service.

SIGNED IN IQALUIT, NUNAVUT, THIS 3RD DAY OF AUGUST 2023.

For the Government of Nunavut:



A/DM

Greg Babstock
A/ Deputy Minister
Dept of Health



Peterkin Chakonza
A/DM - Human Resources

For the Nunavut Employees Union:



Jason Rochon
President
Nunavut Employees Union