

**MEMORANDUM OF UNDERSTANDING (16)  
BETWEEN  
THE GOVERNMENT OF NUNAVUT (GN)  
AND  
THE NUNAVUT EMPLOYEES UNION (NEU)**

**Job Share for 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. For so long as this Memorandum of Agreement remains in effect, Memorandum of Agreement (4), Job Share Program, of the Collective Agreement shall be deemed to be not in effect for Group 5 Health Care Professionals, as defined in the Memorandum of Understanding (4).
3. This Memorandum of Agreement comes into effect August 2, 2023, and expires August 1, 2025.
4. Job sharing is a voluntary arrangement between the Employer and its employees working in a Hospital, a Health Facility, or Correctional Centre by which two or more employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends the position for separate period of time.
5. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.
6. **Definitions**
  - (a) "Job Share Employee Extended". An employee who has entered a voluntary arrangement in which the employee shares one full-time indeterminate job in such a manner that each employee attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
  - (b) "Job Share Employee Part-time". An employee who has entered a voluntary arrangement in which two or more employees share a full-time indeterminate job in such a manner that the employee attends in the position with a rotation of 4 weeks or up to 3 months, such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

- (c) The breaks between each period of job share service shall not interrupt the accumulation of “Continuous Employment” and “continuous Service” with the Government of Nunavut.

## **7. Appointments**

- (a) Part-time and extended job share appointments will be awarded through the GN competition process, such that vacant job share positions will be available to internal and external candidates.
- (b) Where an employee wishes to enter into a job share **extended** arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a ‘job share employee extended’ employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.

## **8. Scheduling**

- (a) The Deputy Head will determine the minimum length of rotations for each job share arrangement, based on the health centre, hospital, or correctional centre operational requirements as Job Share Part-time arrangements are not available for all indeterminate positions.
- (b) “Job share employee extended” will have a rotation of not less than three months and not more than six months.
  - (i) The employees will determine the desired rotation to be mutually agreed upon, with one employee covering the position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater than one (1) week.
  - (ii) “Job share employee extended” will alternate, on a yearly basis, working the Holiday Closure period, unless mutually agreed otherwise.
  - (iii) The established rotation will not be unilaterally imposed or changed by the Employer; however, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (c) “Job share employee part-time” will have a rotation of 4 weeks to a maximum of less than 3 months
  - (i) “Job share employee part-time” will have their rotation posted in accordance with Group 5 Health Care Professionals Memorandum of Agreement, Shift Schedules.
  - (ii) “Job share employee part-time” will be scheduled to work the Holiday Closure period every other year, unless mutually agreed otherwise.
  - (iii) “Job share employee part-time” will be scheduled to work a minimum of thirty (30) days during the period of June 15 to September 15 each year.
- (d) Employees hired into job share arrangements are permitted to work on casual contracts in between job share rotations.

## **9. Relocation**

Job share employees shall be entitled to Article 40 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

(a) "Job Share Employee Extended"

- (i) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging enroute plus cost for shipment of five hundred pounds (500 lb) of luggage for the employee and each dependant will be provided for each rotation.
- (ii) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

(b) "Job Share Employee Part-time"

- (i) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging enroute will be provided for the employee. Relocation of dependents is not provided.
- (ii) The "Job Share Employee Part-time" 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) days; overtime rates will not apply.
- (iii) The employee travelling to and from a community/ territory will be entitled to reimbursement for baggage fees up to a maximum of 3 bags each. No overweight charges will be reimbursed.

## 10. Paid Leave

The following articles and clauses contained in the Collective Agreement do not apply to job share employees:

- (a) Article 18 – Annual Leave, and
- (b) Article 23.04 (b)(iii) banking of lieu time.

In lieu of earning the allowance and benefits excluded in clause 9 (above), job share employees shall earn a payment in lieu of benefits at the rate of ten (10%) percent of their hourly rate of pay on all regular hours worked, exclusive of overtime or any other premium, paid on a bi-weekly basis. In the third year of continuous service from the date of their initial hire, the payment in lieu of benefits shall increase to twelve (12%) percent; in the tenth year of continuous service the payment in lieu of benefits shall increase to fourteen (14%) percent, in the 15<sup>th</sup> year to sixteen (16%) percent, and in the 21<sup>st</sup> year to eighteen (18%) percent.

## 11. 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.
- (c) If a Job Share employee is not able to report to duty for the beginning of their scheduled rotation due to medical reasons, appropriate documentation is required.

- (d) If the sick leave period begins at the start of the scheduled rotation and does not cover the entire length of the scheduled rotation, the employer will arrange for travel (to the community) to commence immediately following the approved sick leave period with the rotation end date remaining unchanged.

**12. Severance Pay**

Subject to 30.06, job share employees shall be entitled to severance pay after completion of four (4) years accumulated continuous service. One (1) year service is one thousand nine hundred fifty (1950) regular hours of active work including authorized leave.

**13. Nunavut Northern Allowance**

Pro-rate

**14. Food Purchasing**

This benefit shall be pro-rated for each employee in accordance with the period of job sharing.

**15. Clinical Preparation**

Job Share employees will be entitled to the Clinical Preparation Allowances for Group 5 Health Care Professionals

**16. Annual Special Allowance**

Job Share employees will be entitled to the Annual Special Allowances for Group 5 Health Care Professionals; rates will be pro-rated in accordance with the hours worked including authorized leave.

**17. Termination**

- (a) Part-time and extended Job Share employees must provide one (1) month notice of resignation from the Public Service to terminate their position.
- (b) If a "Job Share Employee Extended" is unable to report to duty for the start of their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.  
If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.
- (c) If a "Job Share Employee Part-time" is unable to report to duty for the start of their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.  
If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.
- (d) If a "Job Share Employee Part-time" is unable to report to duty for their scheduled rotation during the summer months or holiday closure period, appropriate documentation is required.

**SIGNED IN IQALUIT, NUNAVUT, THIS 6<sup>th</sup> DAY OF OCTOBER 2023.**


**For the Government of Nunavut:**



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Kristie Cronin  
Deputy Minister Human Resources  
Government of Nunavut

**For the Nunavut Employees Union:**



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Jason Rochon  
President  
Nunavut Employees Union

