

Proposals for a Collective Agreement

Between

The Nunavut Employees Union

and

**The Minister Responsible for
the Public Service Act**



INTRODUCTION

Pursuant to the *Public Service Act (Nunavut)*, the Nunavut Employees Union/Public Service Alliance of Canada served notice to bargain on September 17, 2018. Consequently, the Nunavut Employees Union/Public Service Alliance of Canada wishes to conclude a Collective Agreement, subject to ratification by members of the bargaining unit.

The Nunavut Employees Union/Public Service Alliance of Canada submits these proposals for changes to the Collective Agreement that expired 30 September 2018. These proposals are being advanced without prejudice to any future proposed amendments and/or additions and subject to any errors and/or omissions. The Union reserves the right to introduce, amend and withdraw its proposals, and to introduce counter-proposals to the Employer's proposals or counter-proposals.

~~Strikethroughs~~ denote proposed deletion. **Bolded text** denotes new language/editorial changes.

RESERVE means that the Union reserves the right to make proposals at a later date. In particular, PSAC reserves the right to introduce a comprehensive financial package that may include proposals on rates of pay, allowances, hours of work, leaves, and benefits at an appropriate time during negotiations. The PSAC also reserves the right to table new proposals in response to legislative changes that occur during the course of bargaining.

If neither party has a proposal on a specific clause, article, appendix, or MOU, that clause, article, appendix, or MOU shall be renewed.

The Union requests that the Employer disclose any plans for changes at the workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.

HOUSEKEEPING MATTERS

1. TYPOS AND EDITS

- a. 21.02 (b) (vi) attend~~s~~ing a course in civil defense training including Canadian Ranger exercises, training and missions.
- b. Amend pronouns throughout the agreement to gender-neutral language

2. PROPOSALS

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the public service. **The Employer shall exercise its management functions in a manner that is fair, reasonable, equitable, and consistent with the provisions of this Agreement.**

ARTICLE 17 – LEAVE GENERAL

17.03 ~~During the month of May in each year, the~~ The Employer shall inform each employee in the Bargaining Unit in writing of the balance of ~~his/her~~ **their** special, sick, and annual leave credits ~~as of the 31st day of March.~~ **on March 31, June 30, September 30, and December 31 of each year**

ARTICLE 18 – ANNUAL LEAVE

18.02(b) The Employer shall reply to the request for annual leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received. **If no response in writing is received from the employer within two (2) weeks, the annual leave request shall be considered approved.**

ARTICLE 19 – SPECIAL LEAVE CREDITS

19.02 Special Leave

For the purpose of this article, immediate family is defined as an employee's father, mother (or alternately stepfather or stepmother), brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, **aunt, uncle, cousin** and any relative permanently residing in the employee's household or with whom the employee presently resides.

19.02(b)(ii)(b) a transportation problem (including being stuck on the land) caused by weather **or mechanical breakdown** if the employee makes every reasonable effort to report for duty;

ARTICLE 20 – SICK LEAVE

~~20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:~~

~~(a) for sick leave in excess of three (3) working days;~~

~~(b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him/her.~~

20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. **Such an advance shall not be unreasonably denied.** If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

ARTICLE 21 – OTHER TYPES OF LEAVE

21.02 - Public Service Leave

21.02(b)(vii) volunteering for a charitable organization, a charitable activity, a school, or a youth organization.

21.09 ~~Compassionate Care Leave~~ Related to Critical Illness

- (a) ~~Compassionate Care leave~~ **Leave related to Critical Illness** provides employees the opportunity to balance their work and family life by taking reasonable unpaid leave for certain reasons.
- (b) Indeterminate employees **and part-time employees who meet Employment Act Family Care Benefit thresholds** are entitled to ~~Compassionate Care leave~~ **Leave Related to Critical Illness**,– a leave of absence from employment up to ~~eight (8)~~ **thirty-seven (37)** weeks without pay to provide care or support to a family member.

Definitions

- (c) “Family member” in relation to an employee means:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee’s spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent;
 - (iv) Any other person who is a member of a class of persons prescribed for the purposes of this definition ~~as a~~ “family member” in accordance with the Employment Insurance Act.
- (d) “Qualified Medical Practitioner” means a person entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the Family Member is provided.

Application of Leave

- (e) Employees will be required to provide **proof that they are in receipt of or awaiting Employment Insurance Family Caregiver Benefits; alternatively, employees may provide** a medical certificate from a qualified medical practitioner supporting the leave period request. A certificate from another medical practitioner, such as a nurse practitioner, will be acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- (f) The medical certificate will confirm that the member of the family is **critically ill or injured, or has a serious medical condition and is at** ~~gravely ill with a significant~~ risk of death within 26 weeks (6 months) and that the care of one or more family members is required to:

- (i) provide for psychological comfort or emotional support;
 - (ii) arrange for care provided by a third party provider (e.g. a health care professional); or
 - (iii) directly provide or participate in the care.
- (g) Employees requesting ~~Compassionate Care~~ **Leave Related to Critical Illness** leave will be required to complete a ~~Compassionate Care~~ **Critical Illness** leave form coordinated by the Employer and provide confirmation that they qualify for Employment Insurance benefits ~~along with a medical certificate from a qualified medical practitioner supporting the leave period request.~~
- (h) An employee shall notify the Employer, in writing, of the commencement date of the leave.
- (i) ~~Compassionate Care leave without pay~~ **Leave Related to Critical Illness** not exceeding more than ~~eight (8)~~ **thirty-seven (37)** weeks may be shared by two or more employees of the same family working for the Employer.
- (j) Any designated paid holiday occurring during the ~~Compassionate Care~~ **Leave Related to Critical Illness** period shall be considered leave without pay.
- (k) An employee approved for ~~Compassionate Care~~ **Leave Related to Critical Illness** will not have their position offered to another employee unless the **Employer** offers the employee an alternative equivalent position in the community.
- (l) The Employer will not dismiss, suspend, lay-off, demote or discipline an employee because he/she has applied and been granted ~~Compassionate Care~~ **Leave Related to Critical Illness**.

Entitlements to Leave Related to Critical Illness

(m) Entitlements to leave related to critical illness follow:

- i) up to thirty-seven (37) weeks of leave when a critically ill or injured family member is under eighteen (18) years of age;**
- ii) up to seventeen (17) weeks of leave when a critically ill or injured family member is eighteen (18) years of age or older; and**
- iii) up to twenty-eight (28) weeks of Compassionate Care Leave when a person of any age is at significant risk of death within twenty-six (26) weeks.**

21.10 – DOMESTIC VIOLENCE LEAVE

- a) **The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.**
- b) **Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.**
- c) **The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.**
- d) **The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:**
 - **Changes to their working hours or shift patterns;**
 - **Job redesign, changes to duties or reduced workload;**
 - **Job transfer to another location or department or business line;**
 - **A change to their telephone number, email address, or call screening to avoid harassing contact; and**
 - **Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.**
- e) **All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.**

Workplace Policy

- f) **The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.**

Workplace supports and training

- g) **The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.**

- h) The Employer will identify a contact in Human Resources who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.**

The Advocate

- i) The Employer and the Union recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers who are women may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.**
- j) For these reasons, the parties agree to recognize the role of Advocate in the workplace.**
- k) The Advocate will be determined by the Union from amongst the bargaining unit employees who identify as women.**
- l) The Advocate will meet with women workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.**
- m) The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all women in the workplace. The Advocate will also have access to a management support person to assist her in her role when necessary.**
- n) The Employer and the Union will develop appropriate communications to inform all women employees of the advocacy role of the Women's Advocate and information on how to contact her.**

ARTICLE 22 – HOURS OF WORK

22.01 Day Work

- (a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard 37.5 weekly hours are:
- (i) The standard daily hours will be seven and one-half (7 ½) consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
 - (ii) The standard yearly hours will be one thousand nine hundred and fifty (1950.)
 - (iii) The standard daily hours are exclusive of a minimum half (1/2) hour lunch period scheduled as close as possible to mid-day.
 - (iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.
 - (v) **In addition to the paid rest periods in 22.01(a) above, and in alignment with *HR Policy 1308(a)* of the *Human Resources Manual* (dated 4 May 2017), the Employer will provide two (2) additional thirty (30) minute periods of paid protected time each full working day to a nursing mother for breastfeeding or performing breast milk pumping. The Employer shall provide an appropriate, private, and safe place for performance of these functions.**
- (b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty (40) weekly hours are:
- (i) The standard daily hours will be eight (8) consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.
 - (ii) The standard yearly hours will be two thousand and eighty (2080.)
 - (iii) The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
 - (iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.
 - (v) **In addition to the paid rest periods in 22.01(b) above, and in alignment with *HR Policy 1308(a)* of the *Human Resources Manual* (dated 4 May 2017) the Employer will provide two (2) additional thirty (30) minute periods of paid protected time each full working day to a nursing mother for breastfeeding or performing breast milk pumping. The Employer shall provide an appropriate, private and safe place for performance of these functions.**
- (c) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty-two (42) weekly hours are:
- (i) The standard yearly hours will be two thousand, one hundred and eight-four (2,184).

- (ii) The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
- (iii) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.
- (iv) In addition to the paid rest periods in 22.01(c) above, and in alignment with *HR Policy 1308(a)* of the *Human Resources Manual* (dated 4 May 2017), the Employer will provide two (2) additional thirty (30) minute periods of paid protected time each full working day to a nursing mother for breastfeeding or performing breast milk pumping. The Employer shall provide an appropriate, private and safe place for performance of these functions.**

ARTICLE 24 – PAY

24.04 Acting Pay

When an employee is required by the Employer to perform the duties of a higher bargaining unit job evaluation position on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher job evaluation level for the period in which he/she acts. The Employer shall provide the Employee with a written request to assume acting duties in advance of the Employee performing those duties.

When an employee is required by the Employer to perform the duties of a non-bargaining unit position on an acting basis the employee will be given clear notice that he/she will be treated as an excluded employee governed by the Excluded Employee or Managers Handbook. The Employer will provide the employee full details of the employee's salary and benefit entitlement while in the acting position.

Neither casual nor relief employees can act in a position.

ARTICLE 34 – JOB EVALUATION

34.01 ~~The parties agree that the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned at the Government of Nunavut.~~

~~During the term of this Agreement, if a~~ **Should the Employer and the Union deem that a new or revised Job Evaluation System (“system”) is implemented by the Employer, required, the parties shall meet to determine the process for developing a new or revised joint system and the rules for conversion to such system. No employee shall have their salary reduced as a result of the implementation of a new or revised system.** ~~the Employer shall before applying the new or revised Job Evaluation System~~

~~Should the Employer create a new position, it shall negotiate with~~ **inform the Union within 10 days of the classification and rates of pay assigned to said-position. and the rules affecting the pay of employees for the evaluations affected.**

~~If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the~~ **Should the Union not agree with the classification or rate of pay, the** ~~Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.~~

34.02 ~~During the term of this Collective Agreement the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned.~~

~~Upon request the~~ **an employee shall be provided a copy of the a complete and current** ~~Statement of Duties for their position together with the point rating and the rationale supporting the point rating assigned.~~

An employee who believes that his/her their position has been improperly evaluated may file an and prior to filing an appeal under Clause 34.04.,†The employee is encouraged to discuss the evaluation of his/her their position with his/her their supervisor or a representative of management who is knowledgeable in the job evaluation system prior to filing an appeal.

34.03 ~~(a) Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 34.04, the employee is encouraged to discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.~~

~~(b) — Upon request the employee shall be provided a copy of the Statement of Duties for his/her position together with the point rating and the rationale supporting the point rating assigned.~~

~~34.034 Where the employee believes that his/her position has been improperly evaluated the employee may file an A classification appeal shall be filed with the Deputy Head of the employee's Department. Within five (5) days of receiving the classification appeal, the Deputy Head shall refer the Appeal to the Department of Finance, who will contact the Union within ten (10) days to initiate the establishment of a for resolution by a Job Evaluation Appeal Board.~~

~~34.045 (a) The Job Evaluation Appeal Board shall consist of a chairperson or chairpersons chosen by the Employer and the Union. Each chairperson must be knowledgeable of the method of job evaluation and the program within Nunavut. Only one chairperson shall sit on any Appeal.~~

The parties agree that Paul Durber is acceptable as Chairperson for the Job Evaluation Appeal Board.

~~(b) — Should either the Union or the Employer become dissatisfied with any chairperson, that party has the right to unilaterally declare that chairperson no longer acceptable. No reason need be given nor sought. If a party so declares a chairperson unacceptable, the Employer and the Union are obliged to meet within a reasonable period of time to begin the selection process for a new chairperson. The parties must complete the selection process within sixty (60) days of either party providing notice of the need to select a new chairperson.~~

~~(b) If the Employer and the Union are unable to select a chairperson within the sixty (60) days, period referred to in Clause 34.05(b), the issue may be submitted by either party to arbitration under the terms prescribed in Article 35 of the Agreement.~~

~~(d) — If there is a period of time where there is no chairperson, all Appeals shall be held until the parties have agreed upon a new chairperson.~~

~~(e) — The Union and the Employer shall each pay one half (1/2) of the remuneration and expenses of the Chairperson(s) of the Job Evaluation Appeal Board.~~

~~(cf) The Job Evaluation Appeal Board shall meet within sixty (60) working days of appointment. The Board may sit in Iqaluit or another location deemed some other place in Nunavut that might seem appropriate by to the Board under the circumstances.~~

(d) The employee and the Employer shall each be represented by a single representative before the Job Evaluation Appeal Board. The Board shall give the employee and the Employer an opportunity to be heard and explain the reasons for the appeal.

(eg) The Job Evaluation Appeal Board shall **issue a decision on the proper classification of the appealed position within thirty (30) days of the conclusion of the hearing. The Board will provide written reasons for the decision.** ~~may determine that the position's evaluation is inappropriate and determine the proper evaluation for the position.~~

The Job Evaluation Appeal Board shall have no jurisdiction to amend or otherwise modify the Job Evaluation System.

(fh) The decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as ~~the employee has been promoted, transferred or provided with a new Statement of Duties by the Employer.~~ **significant change to the duties and responsibilities of the position has occurred.**

34.05 The Union and the Employer shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson(s) of the Job Evaluation Appeal Board.

~~34.06 An employee may withdraw his/her appeal at any time during the process described in this Article.~~ **All timelines may be extended by mutual agreement.**

ARTICLE 35 – DISCIPLINE

35.08 (b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised twenty-four (24) hours in advance of the meeting of his/her right to have a representative of the Union at the meeting. **In keeping with HR Policy 801 of the *Human Resources Manual* (dated 19th October 2009), twenty-four (24) hours in advance of the meeting a manager will also provide:**

- i) a written summary of the problem that will be discussed at the meeting;**
- ii) an explanation of how the employee's actions may have violated rules of conduct;**
- iii) a statement identifying that the employee will have an opportunity to explain the circumstance surrounding the problem, unsatisfactory performance, or breach of the rules of conduct;**
- iv) any other agenda items relevant to the meeting; and**
- v) a statement regarding the Employee's right to have a union representative present at the meeting**

At the employee's request, the meeting will be postponed for a maximum of three (3) working days.

ARTICLE 38 – HEALTH AND SAFETY

38.03 Adverse Weather Conditions

Except in emergency situations, the Employer shall not require an employee:

- (a) to work outdoors under extreme weather conditions;
- (b) to report to work or remain at work when the Employer, in keeping with *HR Policy 1011* of the *Human Resources Manual (dated 29 August 2013)*, has ordered government offices closed due to adverse weather conditions.

If one (1) of the following conditions is met within any community, the Employer shall issue a community-wide closure of government offices:

- a. **Visibility less than 200 meters;**
- b. **Constant wind speed exceeding 60 kilometers per hour;**
- c. **Wind chill index of -50 degrees Centigrade or greater;**
- d. **Hazardous road conditions;**
- e. **Closure of taxi service or other publicly available transportation services in the community;**
- f. **Municipal declaration that roads are closed;**

The community-wide office closure shall remain in effect until such a time as the adverse conditions above have been alleviated.

38.12 Breastfeeding Stations

The Employer shall provide an appropriate, private and safe place for breastfeeding or breast milk pumping functions to be performed.

ARTICLE 46 - HARASSMENT AND DISCRIMINATION

46.06 The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the public service benefiting both the Employer and the employee and is committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the *Nunavut Human Rights Act*. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

46.07 The Employee shall continue to receive full pay and benefits while awaiting an accommodation decision.