



File: 2122-N0002-3

March 8, 2022

TO: ALL PSAC MEMBERS WORKING AT THE GOVERNMENT OF NUNAVUT

RE: TENTATIVE AGREEMENT REACHED

On February 26, 2022, the NEU/PSAC North bargaining team reached a tentative agreement with the Government of Nunavut. The tentative agreement, if ratified by the membership, will commence upon the date of signing unless otherwise indicated and will have an expiry date of September 30, 2024.

A summary of the negotiated improvements in the tentative agreement follows.

Economic Provisions

- Six-year agreement with a compounded increase of 9.31%
 - October 1, 2018 – 0%
 - October 1, 2019 – 1%
 - October 1, 2020 – 1.5%
 - October 1, 2021 – 1.5%
 - October 1, 2022 – 1.5%
 - October 1, 2023 – 3.5%
 - Retroactive payment on all hours worked by all employees employed during the term of the agreement
- LUMP SUM payment of \$3500 to all indeterminate, term, and casual employees (prorated for part-time employees) on strength within 30 days of ratification by the parties
- Nunavut Northern Allowance
 - Increases to 19 communities on April 1, 2022 (average increase of 13.4%)
 - LUMP SUM payment of \$1500, in addition to the \$3500 lump sum payment above, to all indeterminate, term, and casual employees (prorated for part-time employees) in the six communities seeing a freeze in the NNA during the life of this agreement (equivalent to an average increase of 6.4 % in those communities)

Other Highlights

- Increased annual maximum for dental benefits from \$1200 to \$2000
- Increased annual maximum for Psychologists/Social Workers from \$1000 to \$2000
- New Family Abuse Leave
 - 5 days paid
 - 5 days unpaid

- Improved Special Leave provisions
 - Can be used where members have a transportation problem caused by mechanical breakdown
 - Increased discretionary days of Special Leave from 1 to 2 paid days per year.
- Broadened provisions on Hunting, Fishing, and Harvesting Leave
 - Renamed Leave for Inuit Cultural Pursuits
 - Improved from two unpaid days to two paid days per year
- Improvement to management rights language
 - GN accepts positive obligation to exercise management rights fairly, reasonably, and equitably
- Improved sick leave certification provisions
 - GN only requires certification of medical practitioner for sick leave when there is demonstrated and reasonable reason
- Improved language around workplace accommodation
- Improved parental leave provisions to allow for extended parental leave
- Improvements to the Job Evaluation provisions
- Improvement to process and Employee rights for disciplinary meetings
- Improvements to process for selecting arbitrators

Full details on all changes are in the attached Memorandum of Settlement and accompanying sign-off language. Please review the attached information carefully prior to casting your ballot.

Given the extended and difficult nature of this round, there have been several changes to the constituency of the NEU/PSAC North bargaining team over the course of bargaining. The bargaining team acknowledges the contributions of Noel Collins, Simon Doiron, Bill Fennell, and Linda Hunter in preparing the way for this tentative agreement.

The remaining bargaining team members:

Ruth Kaluraq
 Rick Roberts
 Abe Qammaniq
 Jason Rochon
 Darren Pacione, Research Officer
 John Eustace, Negotiator

unanimously recommend its acceptance.

In Solidarity,



Lorraine Rousseau
 PSAC Regional Executive Vice-President, North Region

Encl.

cc. Jason Rochon, President, NEU
Yusur Al-Bahrani Regional Political Communication Officer
Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Daniel Kinsella, Regional Coordinator
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
Regional Office Branch National Mobilization
Kelly Greig, Member Information Advisor
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

THE MINISTER RESPONSIBLE FOR THE NUNAVUT *PUBLIC SERVICE ACT*

and

THE NUNAVUT EMPLOYEES UNION

MEMORANDUM OF SETTLEMENT

The Bargaining Committees of the Employer and the Union have reached a tentative Collective Agreement.

The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring September 30, 2018, together with the changes previously agreed to by the Union and the Employer in collective bargaining, and the changes set out in this Memorandum of Settlement.

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

February 26, 2022

For the Union



Jason Fackon

For the Employer



Kenna Allen



Raya Reynolds



Amend 4.02 to read:

Part-time employees shall be entitled to all eligible benefits under this Agreement except as limited by the eligibility provisions of the ~~Public Service~~ health care plan, the Superannuation Plan, the long term disability insurance plan, and the dental plan.

Amend 19.02 (2)(ii)(b) to read:

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.

Amend 19.05 to read:

The Deputy Head shall, subject to operational requirements and with advance notice, grant employees Special Leave with pay for ~~one (1)~~ two (2) working days per fiscal year, to be taken at the discretion of the employee.

Amend 21.08 to read:

Hunting, Fishing, Harvesting Leave for Inuit Cultural Pursuits

Subject to operational requirements, leave without pay may be granted on very short notice, to a maximum of two (2) days per year to an employee in order to ~~meet traditional~~ engage in Inuit cultural pursuits, including but not limited to hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably withheld.

Add New 21.09 – Family Abuse Leave:

21.09 – FAMILY ABUSE LEAVE

- a) The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety, and security.
- c) This leave may be taken as consecutive days, as single days, or as half a day, with request for approval being sought as soon as is reasonably possible.
- d) This leave will be in addition to existing leave entitlements.
- e) There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.
- f) All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- g) An employee shall not be eligible for Family Abuse Leave if the family abuse is committed by the employee.

Amend 37.04 (d) to read:

Annual maximum reimbursement (excluding orthodontic services) is ~~two one thousand two hundred~~ dollars (~~\$1200~~) (\$2000) per benefit year.

Add to Memorandum of Settlement:

Effective date of ratification, increase Psychologist/Social Worker Maximum to \$2000 per year.

Amend 40.13 to read:

a) Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment with the Employer or twelve (12) months, whichever is less.

b) **An indeterminate employee may have only one food and transportation allowance at any time. If an employee has an allowance and is appointed or transferred for the first time to another community listed in 40.12, he/she shall not be entitled to receive a new allowance until the existing allowance is fully recovered as provided in Article 40.13 (a).**

Amend 44.15 to read:

During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except ~~Public Service~~ Health Care Plan, superannuation, supplementary death benefit, **long term** disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.

Amend 51.01 to read:

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 provision of the Collective Agreement from the first day of his/her employment, **except as limited by the eligibility provisions of the health care plan, the Superannuation Plan, the long term disability insurance plan, and the dental plan.**

Amend 56.01 to read:

The term of this Agreement shall be from October 1, 2018 until September 30, 2024.

The pay schedules contained in Appendix B take effect on the dates specified. All other provisions of this Agreement take effect on the date of signing of this Agreement, [insert date] unless another date is expressly set out.

Replace MOU #9 with:

- 1. During the term of the 2014 – 2018 Collective Agreement, the Union and the Employer engaged the Conference Board of Canada to review the Nunavut Northern Allowance. The Conference Board of Canada generated a report dated July 2018.**
- 2. Since the date of that report, there have been a number of changes which would impact the Nunavut Northern Allowance.**
- 3. Within 60 days of the ratification of this Collective Agreement, the Union and the Employer will engage the Conference Board of Canada to review and update the July 2018 report.**
- 4. The Employer and the Union shall each provide input to the Conference Board of Canada.**
- 5. The Conference Board of Canada shall provide its report to the Employer and the Union by a date agreed upon by the Union and the Employer. The Employer and the Union shall each pay one-half (1/2) the cost for the revised report. The Union and the Employer shall consider implementing the recommendations of the report in the Collective Agreement between the Union and the GN commencing on October 1, 2024.**

Group 5

Amend Clause 1 to read:

All of the provisions of the Collective Agreement shall apply to health care employees employed at the hospital and health care facilities, and institutional nurses at Correctional Centres. Provisions for Dental Therapists and ~~Community Social Service Workers~~ shall only apply as set out in clauses 21 and ~~22~~. In any case where a provision contained in Group 5 conflicts with a provision of the Collective Agreement, the provision contained in Group 5 shall prevail.

Amend Clause 4 to read:

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 Social Service Worker~~, 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 his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

Amend Clause 8 to read:

A Graduate Nurse, Registered Nurse, Licensed Practical Nurse, Central Sterilizing Room Technician, ~~Community Social Services Worker~~, 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.

Amend Clause 19 to read:

All health care professionals (excluding administrative support staff and cleaning staff) will be credited with a one pay level increment for each two (2) **completed** years' prior related experience they have in their field to a maximum of step six (6).

Delete Clause 22

GROUP 6

Add new paragraph 7:

1. **The Employer shall develop a professional development and/or training schedule for Student Support Assistants.**

Add New GROUP 8

GROUP 8: SOCIAL SERVICES WORKERS

1. **All of the provisions of the Collective Agreement shall apply to Community Social Service Workers, Adult Service Workers, Foster Care Coordinators, and Supervisors of Children and Family Services. In any case where a provision contained in Group 8 conflicts with a provision of the Collective Agreement, the provision contained in Group 8 shall prevail.**
2. **Discretionary Leave**
An employee who is normally required to be on standby at least ten (10) 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.
3. **Notice of Termination**
An employee resigning his/her employment shall give twenty-eight (28) calendar days' notice in writing, exclusive of any vacation leave with pay due.
4. **Compensation For Prior Experience**
All employees 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 step six (6).

Expiry dates on MOU #6, MOU #12, and MOU #14 shall be amended to coincide with the expiry of the new Collective Agreement.

All outstanding proposals by the GN and the Union to be withdrawn.

Withdrawal of the bad faith bargaining action brought by the Union in the Nunavut Court of Justice.

Article 39.02

NNA rates to be the greater of the Conference Board of Canada rate, adjusted to include the 1.75 times the GN negotiated airline rates for all communities, or the current NNA rate, effective April 1, 2022.

Communities	Northern Allowance
Arviat	22,178
Baker Lake	24,281
Chesterfield Inlet	23,516
Coral Harbour	24,747
Rankin Inlet	18,517
Nauyasat	24,317
Whale Cove	21,564
Artic Bay	29,922
Kinngait	24,192
Clyde River	28,169
Grise Fiord	43,588
Sanirajak	25,453
Iglooik	26,437
Iqaluit	16,008
Kimmirut	23,047
Panquritung	24,054
Pond Inlet	28,577
Qikiqtarjuaq	25,143
Resolute Bay	33,043
Sanikiluaq	23,673
Cambridge Bay	20,891
Gjoa Haven	26,345
Kugaaruk	27,465
Kugluktuk	22,042
Taloyoak	30,424

Appendix B – amend to read:

- **0% increase to pay line effective October 1, 2018**
- **1.0% increase to pay line effective October 1, 2019**
- **1.5% increase to pay line effective October 1, 2020**
- **1.5% increase to pay line effective October 1, 2021**
- **1.5% increase to pay line effective October 1, 2022**
- **3.5% increase to pay line effective October 1, 2023**

Retroactive payment on all hours worked by all employees employed during the term of the Collective Agreement.

Lump sum payment of \$3500 made to each indeterminate, term and casual employee (prorated for part time employees) on strength as of the date of ratification of the Collective Agreement, paid within 30 days of ratification of the Collective Agreement by GN and NEU.

Additional lump sum payment of \$1500 made to each indeterminate, term and casual employee (prorated for part time employees) on strength as of the date of ratification of the Collective Agreement in communities in which NNA rates have been frozen, paid within 30 days of ratification of the Collective Agreement by GN and NEU.

These payments are in addition to any other lump sum payments an employee may be entitled to.

GOVERNMENT OF NUNAVUT – NUNAVUT EMPLOYEES UNION

ITEMS AGREED TO

January 16, 2019

Amend pronouns throughout agreement, replace with gender neutral language

21.02(b) replace “attends” with “attending”

Article 46- amend title to read **HARASSMENT AND DISCRIMINATION**

NUNAVUT EMPLOYEES UNION

Two handwritten signatures in blue ink. The top signature is a stylized 'JCSK' and the bottom signature is a more complex, cursive signature.

GOVERNMENT OF NUNAVUT

A handwritten signature in blue ink, appearing to be 'S. O. Saut'.

GOVERNMENT OF NUNAVUT – NUNAVUT EMPLOYEES UNION

ITEMS AGREED TO

January 17, 2019

7.01 – Amend to read:

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 in accordance with the provisions of this Agreement.**

20.04 – Amend to read:

~~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.~~

The Employer shall only require a variation beyond the requirements of Article 20.03, in the form of a certificate from a qualified medical practitioner, where there is a demonstrated and reasonable reason for doing so.

20.09 (c)(ii) – Amend to read:

When someone other than a medical attendant or person designated by the Government of Nunavut Department of Health ~~and Social Services~~ accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.

24.02 (a)(ii) – Amend to read:

Employees who reside in communities, which have a chartered bank, will have their cheques delivered through direct deposit to the bank of their choice in Nunavut or elsewhere in Canada.

Employees who have direct deposit will have their pay stubs delivered to them in sealed envelopes or, if the employee chooses, electronically.

34.04 – Amend to read:

Where the employee believes that his/her position has been improperly evaluated the employee may file an Appeal with the Deputy Head of their Department. The Deputy Head shall refer the Appeal to the ~~Department of Finance~~ **department responsible for the Public Service Act** for resolution by a Job Evaluation Appeal Board.

35.08 (a) Amend to read:

The Union shall have the right to consult with the Employee Relations Division, ~~Department of Finance~~ **of the department responsible for the Public Service Act**, with respect to a grievance at each or any level of the grievance procedure.

40.15 (f) Amend to read:

Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Deputy Head of ~~Finance~~ **the department responsible for the Public Service Act**, or designate.

54.02 Amend to read:

The President of the Union (or his/her designated representative) and up to two (2) other Union representatives and the Deputy Minister of ~~Finance~~ **of the department responsible for the Public Service Act** (or his/her designated official), ~~the Associate Deputy Minister of the Government of Nunavut~~ and one other Government of Nunavut representative agree to meet quarterly, or more frequently if necessary in exceptional circumstances. By mutual agreement other persons may be invited to attend the meeting to assist in the resolution of particular issues.

54.03 Amend to read:

No JCC meeting will be official unless at least two (2) representatives from each party attend, including the President of the Union and the Deputy Minister of Finance of the department responsible for the Public Service Act, or his/her designated representatives.

46.06 – new

The Employer and the Union recognize 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 are 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.

NUNAVUT EMPLOYEES UNION



GOVERNMENT OF NUNAVUT



GOVERNMENT OF NUNAVUT – NUNAVUT EMPLOYEES UNION

ITEMS AGREED TO

February 19, 2019

23.07 — Amend to read:

Employees will submit requests for payment of overtime within four (4) pay periods of the pay period in which the overtime was worked. Employees shall not be denied approved requests for payment of overtime that are submitted after these four (4) pay periods.


27.03 – Amend to read:

Employees will submit requests for payment of shift premiums within ~~two (2)~~ four (4) pay periods of the pay period in which the shift premium was worked. Employees shall not be denied approved requests for payment of shift premium that are submitted after these four (4) pay periods.

NUNAVUT EMPLOYEES UNION




GOVERNMENT OF NUNAVUT




**ITEMS AGREED TO
FEBRUARY 20, 2019**

21.04(a) – amend to read:

- (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of **their** pregnancy and, subject to Section (ii) of this clause, shall, **twelve (12)** weeks before the expected date of the termination of **their** pregnancy be granted leave without pay for a period ending not later than **seventeen (17)** weeks after the date of the termination of **their** pregnancy. The employee may apply to Compensation and Benefits Division, Department of Finance and **they** shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.
- (ii) The Employer may:
 - a. upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than **seventeen (17)** weeks after the date of the termination of **their** pregnancy;
 - b. grant maternity leave without pay to an employee to commence earlier than **twelve (12)** weeks before the expected termination of **their** pregnancy;
 - c. where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

21.04(c) (i)– amend to read:

- (i) For the first **week, a payment** equivalent to 93% of **their** weekly rate of pay. For up to a maximum of an additional **sixteen (16)** weeks, payments equivalent to the difference between the unemployment insurance benefits **they are** eligible to receive and 93% of **their** weekly rate of pay;

21.06 (a) amend to read:

Where an employee has or will have the actual care or custody of **their** newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, **they** shall be granted parental leave without pay for **one of the following periods:**

- (i) a single period of up to **thirty-five (35)** consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
- (ii) **a single period of up to sixty-one (61) consecutive weeks if they are entitled to receive, and have opted for, the Extended Parental Benefits available under the Canada *Employment Insurance Act*. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.**

21.06 (g) amend to read:

- (g) **For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to one of the following:**
 - (i) 93% of the employee's weekly rate of pay for the first **week**, and for an additional **thirteen (13)** weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay **provided the employee is entitled to receive, and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*; or**
 - (ii) **71% of the employee's weekly rate of pay for the first week, and for an additional sixteen (16) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 71% of the employee's weekly rate of pay provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.**

21.06 (h) amend to read:

- (h) **For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to one of the following:**
 - (i) the difference between the employment insurance benefit **they are** eligible to receive and 93% of the employee's weekly rate of pay for a period of fourteen (14) weeks, **provided the employee is entitled**

to receive, and has opted for, the Standard Parental Benefit available under the *Canada Employment Insurance Act*; or

- (ii) **the difference between the employment insurance benefit they are eligible to receive and 71% of the employee's weekly rate of pay for a period of seventeen (17) weeks, provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the *Canada Employment Insurance Act*.**

21.06 (l) amend to read:

For an employee couple, both of whom are employed by the Employer, the combined period of maternity leave and shared parental leave without pay shall be one of the following:

- (i) **a period, in conjunction with maternity leave, not exceeding a total of fifty-two (52) weeks; or**
- (ii) **a period, in conjunction with maternity leave, not exceeding a total of seventy-eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the *Canada Employment Insurance Act*.**

21.06 (m) amend to read:

Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave. **The combined period of maternity and parental leaves without pay shall be one of the following:**

- (i) **a period not exceeding a total of fifty-two (52) weeks; or**
- (ii) **a period not exceeding a total of seventy-eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the *Canada Employment Insurance Act*.**

21.06 (n) amend to read:

When parental leave is taken by an employee couple, both of whom are employed by the Employer, **the parental leave allowance payments for both employees combined and the parental leave periods for both employees combined shall be one of the following:**

- (i) **parental leave allowance payments not exceeding a total of fourteen (14) weeks, and parental leave without pay not exceeding a total of thirty-five (35) weeks provided the employee couple is**

entitled to receive, and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*; or

- (ii) parental leave allowance payments not exceeding a total of seventeen (17) weeks, and parental leave without pay not exceeding a total of sixty-one (61) weeks for both employees combined provided the employee couple is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.

Add 21.06(o)

- (o) Once an employee has chosen either the Standard Parental Leave Benefit or the Extended Parental Leave Benefit under the Canada *Employment Insurance Act*, this choice cannot be revoked or changed. In the case of an employee couple, both employees must choose the same option under the Canada *Employment Insurance Act*.

NUNAVUT EMPLOYEES UNION

GOVERNMENT OF NUNAVUT





GOVERNMENT OF NUNAVUT – NUNAVUT EMPLOYEES UNION

ITEMS AGREED TO

February 20, 2019

24.04 – Amend to read:

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

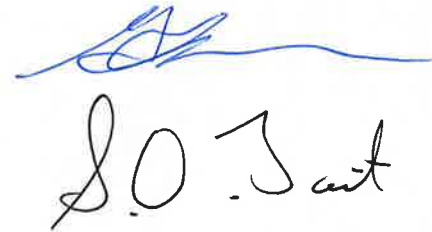
When ~~an~~ **a term or indeterminate** employee is required by the Employer to perform the duties of a non-bargaining unit position on an acting basis the employee will be given clear notice that ~~he/she~~ **they** will be treated as an excluded employee governed by the Excluded Employee or Managers 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 shall perform the duties of a higher bargaining unit job evaluation position or a non-bargaining unit position on an acting basis.

NUNAVUT EMPLOYEES UNION



GOVERNMENT OF NUNAVUT



**ITEMS AGREED TO
FEBRUARY 20, 2019**

Article 34 – Amend to read:

- 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.**
- 34.02 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay 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 Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.**
- 34.03 Should the Employer create a new position, it shall inform the Union within 20 days of the classification and rate of pay assigned to the position.**
- 34.04 Upon request an employee shall be provided a copy of a **complete and current** Statement of Duties for their position together with the point rating and the rationale supporting the point rating assigned.
- 34.05 An employee who believes that their position has been improperly evaluated may file an appeal under Clause 34.06. The employee is encouraged to discuss the evaluation of their position with their supervisor or a representative of management who is knowledgeable in the job evaluation system prior to filing an appeal.**
- 34.06 A classification appeal shall be filed with the Deputy Head of the employee's Department. Within ten (10) days of receiving the classification appeal, the Deputy Head shall refer the Appeal to the Department responsible for the *Public Service Act*, who will contact the Union within twenty-one (21) days to initiate the appointment of a Job Evaluation Appeal Board.**
- 34.07**
- (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.
 - (b) **The Union and the Employer may mutually agree to dismiss a chairperson of the Job Evaluation Appeal Board on thirty (30) days written notice.**

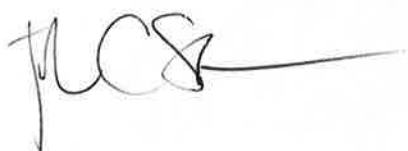
- (c) If the Employer and the Union are unable to select a chairperson, the issue of **the selection of a chairperson** may be submitted by either party to arbitration under the terms prescribed in Article 35 of the Agreement.
- (d) The Job Evaluation Appeal Board **shall meet within sixty (60) working days of appointment, or such longer period as the parties may agree. The Board** may sit in Iqaluit **or another location in Nunavut deemed** appropriate by the Board under the circumstances.
- (e) 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.
- (f) 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.**
- (g) **The Job Evaluation Appeal Board shall have no jurisdiction to amend or otherwise modify the Job Evaluation System.**
- (h) The decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as **significant change to the duties and responsibilities of the position has occurred.**

34.08 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.

34.09 An employee may withdraw their appeal at any time during the process described in this Article.

34.10 All timelines may be extended by mutual agreement.

NUNAVUT EMPLOYEES UNION



GOVERNMENT OF NUNAVUT



GOVERNMENT OF NUNAVUT – NUNAVUT EMPLOYEES UNION

ITEMS AGREED TO

February 20, 2019

Article 35.08—Amend to Read:

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, **in writing**, twenty-four (24) hours in advance of the meeting. **The employee will be provided with an overview of the circumstances giving rise to the meeting and of the employee's right to have a representative of the Union at the meeting. The employee will be notified that they will be given an opportunity to provide a response to all matters discussed at the meeting.**

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

Article 35.22—Amend to Read:

35.22 (a) The parties agree that arbitration referred to in Clause 35.21 shall be by a single arbitrator, **mutually** agreed upon by representatives of the parties. ~~from the following main and supplementary lists:~~

(i) ~~Main Arbitrators:~~

~~Richard Brown~~

~~Paula Knopf~~

~~William Kaplan~~

~~Barry Stephens~~

(ii) ~~Supplementary Arbitrators:~~

~~Lyle Kanee~~

~~Julie Durette~~

(b) If the parties are unable to agree upon an arbitrator, either party may, within a thirty (30) day period **after either party declares an impasse in the appointment process**, apply to The Nunavut Court of Justice to appoint an arbitrator ~~from~~; **using the following procedure:**

(i) the parties will exchange lists, each consisting of three arbitrators who have not been previously rejected by the other party and who have availability within six (6) months;

(ii) each party will then have the right to veto one (1) of the arbitrators from the other party's list;

(iii) the Nunavut Court of Justice will then select a single arbitrator from the remaining arbitrators on the two lists.

~~(i) the main list referred to in Clause 35.22(a)(i); or~~

~~(ii) in the event there are no arbitrators on the main list the parties will exchange lists~~

~~consisting of two arbitrators they have selected from the supplementary list~~

~~(35.22(a)(ii)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Nunavut Court of Justice.~~

~~(iii) When an arbitrator from the supplementary list (35.22(a)(ii)) is used for four (4) formal arbitrations and neither the Union nor the Employer have any objections that arbitrator will be moved to the main list (35.22(a)(i)).~~

~~(e) (i) Either party may have an arbitrator removed from either list by providing notice to the other party.~~

~~(ii) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.~~

NUNAVUT EMPLOYEES UNION

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GOVERNMENT OF NUNAVUT

S.O. Isaac

**ITEMS AGREED TO
FEBRUARY 20, 2019**

Article 49 – add Article 49.03

Should one indeterminate employee request a job share, the Employer may advertise to find another indeterminate employee to participate in a job share under article 49.02.

Group 5, Clause 10, Health Requirements and Benefits, amend to read:

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 Administration Act* and its **Regulations.**

NUNAVUT EMPLOYEES UNION

GOVERNMENT OF NUNAVUT

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