

COLLECTIVE AGREEMENT

BETWEEN

THE NUNAVUT TEACHERS' ASSOCIATION

AND

**THE MINISTER RESPONSIBLE FOR
THE NUNAVUT *PUBLIC SERVICE ACT***

EXPIRES

JUNE 30, 2017

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is:
- (1) to maintain and improve harmonious relations and to settle conditions of employment among the Employer, Employees, and the Nunavut Teachers' Association,
 - (2) to recognize the mutual value of joint discussion and negotiations.
- 1.02 The parties want to effectively serve the citizens of Nunavut by:
- (1) improving the quality of education in Nunavut,
 - (2) efficiently serving the students of Nunavut,
 - (3) improving professional standards,
 - (4) producing the highest quality of instructional service,
 - (5) promoting the well-being of all members of the Nunavut Teachers' Association,
 - (6) establishing within the framework provided by law, an effective working relationship at all levels of the Nunavut Public Service,
 - (7) supporting and valuing Inuit Qaujimajatuqangit.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For this Agreement,
- (1) "Absence Without Leave" means absence from duty for reasons other than those in Articles 15.12(1) and 13.01(5) without having received prior permission from the Executive Director.
 - (2) "Allowance" means compensation payable for:
 - (a) the performance of special or additional duties; and
 - (b) the possession of special qualifications as specified in Article A4.03.
 - (3) "Association" means the Nunavut Teachers' Association.
 - (4) "Bargaining Unit" means all Teachers and Substitute Teachers employed in the Public Service.
 - (5)
 - (a) "Basic Salary" is the salary calculated after verifying training and experience according to the salary schedule in Appendix "C".
 - (b) "Salary" is Basic Salary plus the Allowances in Appendix "A".

- (6) "Continuous Employment" and/or "Continuous Service" means uninterrupted employment in the Public Service and includes:
- (a) prior service of an Employee who is laid-off and re-appointed within 12 months, or up to two (2) years at the Employer's discretion;
 - (b) prior service of an Employee who ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided:
 - (i) the prior service was uninterrupted for a minimum of two (2) years; and
 - (ii) the period between the prior service and the return to service is less than 25 months.
 - (c) prior service of a person appointed to a position within three (3) months of terminating employment in the Government of Nunavut for any reason other than dismissal, abandonment of position or rejection on probation.
- (7) "Daily Rate of Pay" means an Employee's annual rate of pay, plus Allowances as provided for in Articles 2.01(2)(a) and 2.01(2)(b) divided by the number of prescribed school days in the school calendar.
- (8) "Day of Rest" means Saturday and Sunday as well as a holiday or day of Leave of Absence on which the Employee is not ordinarily required to perform the duties of the position.
- (9) "Dependant" means
- (a) The spouse of an Employee who is residing with the Employee (normally this will be where the person receives mail, keeps personal property and spends the majority of time).
 - (b) Any child, adopted child or stepchild of the Employee who
 - (i) is attending school or is a student at some other institution, and is under 21 years, or
 - (ii) is under 21 **years and** is dependent upon the Employee for support, or
 - (iii) is 21 years or older and is dependent upon the Employee because of mental or physical illness.
 - (c) Any other relative of the Employee who is a member of the Employee's household and is totally dependent upon the Employee for support because of a mental or physical illness.
- (10) "Deputy Minister" means the Deputy Minister of Education in the Government of Nunavut.
- (11) "Employer" means the Government of Nunavut as represented by the Minister Responsible for the *Public Service Act* or designate.

- (12) "Executive Director" means Executive Director of Regional School Operations for a region and the Director General of the Commission scolaire francophone du Nunavut.
- (13) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Association submits to **the Employer, or that the Employer submits to the Association**, to be processed through the Grievance procedure.
- (14) "Immediate Family" means Employee's father, mother (or alternately stepfather or stepmother), brother, sister, spouse, common-law spouse, child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild and all relatives permanently residing with the Employee.
- (15) "In-service Training" means training initiated by the Employer. Such training is to take place within the 195 sessional days.
- (16) "Lay-off" means an Employee whose employment status is determined by application of this agreement and who is not actively employed as a Teacher because of lack of work or because of the discontinuance of a function.
- (17) "Leave of Absence" means absence from duty with the Employer's permission.
- (18) "May" is permissive; "Shall" and "Will" are imperative.
- (19) "Membership Dues" means the annual dues established pursuant to the constitutional by-laws of the Association as the dues payable by its members as a consequence of their membership in the Association, and may include any initiation fee, insurance premium, or special levy enjoyed by members.
- (20) "Nunavut" means the Nunavut Territory.
- (21) "Point of Departure" means:
- (a) Montreal and Ottawa – for all communities in the **Qikiqtani** Region,
 - (b) Winnipeg – for all communities in the Kivalliq Region,
 - (c) Edmonton – for all communities in the Kitikmeot Region.
- (22) "Point of Recruitment" means the community the Employee resided in at the time of initial appointment to the Government of Nunavut.
- (23) "Professional Development" means training as defined in Article 16 and as referred to in the *Education Act*.
- (24) "Public Service" means the Nunavut Territorial Public Service.
- (25) "Regional School Operations" means the school operations divisions within the Department of Education that are responsible for operations in a region.

- (26) "Spouse" means
- (a) a person to whom the Employee is legally married; or
 - (b) a person who, for at least one (1) continuous year, has lived with an Employee and has been publicly represented as the Employee's spouse; there must also be an intention to continue as spouses.
- (27) "Staff Development" means Professional Development initiated by the Employer. Such training is to take place within the 195 sessional days.
- (28) "Superintendent of Schools" means a Superintendent of Schools for the School Operations in a region.
- (29) "Teacher" and "Employee" means a person defined as a Teacher under the *Public Service Act* and includes, but is not limited to, Principals and Vice-Principals and also includes:
- (a) "Full Time Teacher", being an Indeterminate Teacher who is employed full-time;
 - (b) "Part-Time Teacher", being an Indeterminate Teacher who is employed less than full-time but on a regularly scheduled basis for at least three (3) months;
 - (c) "Substitute Teacher", being a person employed to perform the normal duties of a Teacher who is absent;
 - (d) "Contract Teacher", being an Employee hired on the basis of an individual contract to perform specified duties as set out in Articles 12.01 and 12.02;
 - (e) "Term Teacher", being a Teacher, other than a Substitute or Indeterminate Teacher, who is employed for a fixed period;
- but for greater certainty does not include teacher trainees, teaching assistants or college educators.
- (30) **The following definitions of "Year" are applicable:**
- (a) **"Academic Year" means the portion of the School Year between the opening and closing dates of a school.**
 - (b) **"Calendar Year" means the period from January 1 to December 31 of the same year.**
 - (c) **"Fiscal Year" means the period starting April 1 of one Calendar Year and ending March 31 of the following Calendar Year.**
 - (d) **"School Year" means the period beginning on July 1 in one year and ending on June 30 in the following year.**

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,

- (1) if defined in the *Education Act*, have the same meaning as given to them in the *Education Act*, and

- (2) if defined in the *Public Service Act*, but not defined in the *Education Act*, have the same meaning as given to them in the *Public Service Act*; and
- (3) if defined in the *Interpretation Act*, but not defined in the *Education Act* or the *Public Service Act* have the same meaning as given to them in the *Interpretation Act*.

2.03 The Employer recognizes the Association as the exclusive bargaining agent for all Employees in the Bargaining Unit.

ARTICLE 3

APPLICATION

3.01 This Agreement applies to and is binding upon the Association, the members of the Bargaining Unit, the Employer and any successor Employer.

ARTICLE 4

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 If any law passed by Parliament or the Legislative Assembly renders null and void any provision of this Agreement, the remaining provisions of the Agreement will remain in effect for the term of the Agreement.

Either party may require the other to negotiate for an appropriate substitute for the annulled provision.

ARTICLE 5

MANAGERIAL RESPONSIBILITY

5.01 This Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service, except to the extent provided herein. These responsibilities will be exercised in a fair and reasonable manner.

5.02 It is recognized and agreed that the Employer cannot adopt or implement policies that are inconsistent with the provisions of this Agreement.

ARTICLE 6

BREACH OF CONTRACT

6.01 The Employer will notify the Association of any violation of this Agreement committed by members of the Bargaining Unit.

ARTICLE 7

INFORMATION

- 7.01 (1) The Employer will provide to the Association, on at least a quarterly basis, a report which includes the following information:
- (a) the Employee's first and last names (as separate fields),
 - (b) Employee position number,
 - (c) indeterminate / term status,
 - (d) active / leave status,
 - (e) Continuous Service date,
 - (f) bi-weekly hours,
 - (g) Salary,
 - (h) pay level,
 - (i) pay step,
 - (j) if on leave, type of leave (e.g. maternity, education),
 - (k) each Allowance specified in Appendix A4 of this agreement,
 - (l) community,
 - (m) work location,
 - (n) **NLCA beneficiary status,**
 - (o) **Employee person code,**
 - (p) **Term end date, if applicable.**
- (2) The Employer agrees to provide to the Association in writing before they are issued, copies of all Human Resources Directives affecting members of the Bargaining Unit.
- 7.02 (1) The Employer agrees to post electronically, on a site accessible to Employees, all vacant positions within the Bargaining Unit. All first time postings for vacant positions will indicate a closing date. If a position is not filled after the first posting, any subsequent postings for that position do not require a closing date.
- (2) If candidates are equally suitable, preference in hiring will be given to Teachers who are residents in Nunavut.
- (3) For the purposes of Article 7.02(2), "equally suitable" means a candidate who meets or exceeds the minimum requirements as established by the Employer, which requirements can include the fulfillment of priorities as defined through priority hiring categorization and Article 23 of the Nunavut Land Claims Agreement.
- 7.03 Upon initial hiring, the Employee will provide the Employer with all required

documents for documentation and Salary determination, including:

- (1) valid Teaching Certificates,
- (2) valid Principal Certificate,
- (3) copies of academic transcripts,
- (4) verification of teaching experience,
- (5) birth certificate(s),
- (6) proof of marital status or common law status,
- (7) Immigration Identification Card, if applicable.

The Employee will consent to the Employer conducting a criminal reference check. Further the Employee will take the Oath of Office and Secrecy or, if objecting to take an oath, make a prescribed affirmation upon appointment.

- 7.04
- (1) At the beginning of the current Academic Year, the Employer will provide each school with an electronic copy of this Collective Agreement. The Employer will provide, on its website, a link to this Collective Agreement.
 - (2) The Employer shall provide a translated version of the Collective Agreement in the Inuit language, English and French. In the event of any dispute concerning a proper interpretation of any provision of this agreement the English version shall govern.
 - (3) The Employer will provide each Employee with a statement of accumulated sick and special leave credits once each Academic Year.
 - (4) The Employer will provide each Employee with information regarding changes in conditions of services or other benefits not covered by this Agreement **before** they occur.
 - (5) Teachers shall receive a written explanation of all payments and deductions relating to their pay cheque on their first payday in the Academic Year.
 - (6) At the beginning of each school year the Employer shall provide to all Teachers an electronic version of the Nunavut Professional Improvement Log Book.

7.05 Any Employee relocating to a new community to continue employment as a Teacher will receive a current schedule of allowable expenses from the Employer.

7.06 The Employer will provide an orientation package for all new Teachers. The names of all newly hired **Teachers** will be supplied to the Association.

When the Employer gives an orientation, a representative of the Association has the right to make a presentation up to one (1) hour. The representative will be granted leave with pay to make the presentation.

7.07 **Employees who are required to** report for an orientation conducted by the

Employer before the start of the Academic Year will be paid 75% of the Daily Rate of Pay of Level 1 Step 1 of the salary grid for each day of the orientation they attend.

7.08 Upon reasonable notification, the Employer will permit access to the school staff room and may permit access to other parts of the school to an accredited representative of the Association. Permission to enter the Employer's premises will not be unreasonably denied.

7.09 The Employer and the Association agree that it is in the interests of both parties to have an informed membership. All letters of offer to Teachers will include the address of both the Employer website and the Association website.

The Employer will provide reasonable bulletin board space in the school staff room in each work location for notices about elections, appointments, meeting dates, minutes of Association meetings, news items and social and recreational affairs.

7.10 The Employer shall provide clear directives describing acceptable use of computer networks and internet services available through the Employer, including email, the Internet and the World Wide Web.

The Employer shall consult with the **Association** when contemplating changes to the directives.

The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive or otherwise inappropriate.

Employees may use email and internet services for personal reasons during breaks or, with prior approval, on their own time. Employees shall not access or disseminate any material that is illegal, offensive or otherwise inappropriate. No Employee shall allow internet usage for personal reasons to interfere with the performance of their duties.

The Employer shall not limit access to computer networks or internet services without due cause.

In exercising supervisory responsibilities covered by this Article, the Employer will be guided by Standard Operating Procedures for system administration, security, forensic technical audit, ATIPP, Computer Emergency Response (CERT), and/or criminal investigation procedures.

Unacceptable use of internet and email services shall result in immediate suspension of network privileges by the Employer and may result in disciplinary action. Any finding made by the Employer of misuse of such services shall be communicated to the Employee as soon as practicable and the account will remain suspended pending a request for reinstatement from the departmental Deputy Head.

ARTICLE 8

LEAVE FOR ASSOCIATION PRESIDENT

- 8.01
- (1) A Teacher elected as President of the Association will be granted a Leave of Absence for the term of office.
 - (2) During the Leave of Absence, any accumulated rights and benefits which the President is entitled to under the Agreement will be maintained. No additional rights and benefits will accrue during this period.
 - (3) The Employer will pay the President the Salary as advised by the Association. The Association will reimburse the Employer for the amounts paid **quarterly**.
 - (4) The benefits of any group plans to which the President was entitled before the Leave of Absence will continue during the leave. The Association will reimburse the Employer for any costs involved.
 - (5) The Association is responsible for any costs involved in the removal and subsequent return of the President on completion of the term as President.
 - (6) A President will be offered his/her former position upon termination of a Leave of Absence that does not extend beyond four (4) years. If the leave extends beyond four (4) years, or if the former position no longer exists, the President and the Employer will mutually agree upon a comparable position.
 - (7) A President who is not already at the maximum experience level will be entitled to an experience increment for each year of leave.
 - (8) The President shall advise the Employer as soon as possible when an extension is applicable due to re-election.

ARTICLE 9

TIME OFF FOR ASSOCIATION BUSINESS

- 9.01 The Employer will grant time off with pay to an Employee (and/or representative) attending Grievance or arbitration hearings.
- 9.02 Where operational requirements permit, the Employer will grant:
- (1) leave with pay to four (4) Employees to attend meetings to prepare for negotiations. The Association will pay the substitute costs,
 - (2) leave with pay to four (4) Employees to attend contract negotiations for the duration of the negotiations. The Association will pay the substitute costs,

- (3) leave with pay to a maximum of two (2) Employees to meet with **the Employer** on behalf of the Association. The Association will pay the substitute costs,
- (4) leave with pay to a reasonable number of Employees to attend Executive Council Meetings, conventions of the Association or other Association business provided that Substitute Teachers are available. The Association will pay the substitute costs,
- (5) leave with pay to attend Nunavut Professional Improvement Committee meetings. The Association will pay the substitute costs,
- (6) leave with pay to attend Nunavut Educators Qualification Services meetings. The Association will pay the substitute costs.

ARTICLE 10

DUES DEDUCTION

- 10.01 The Employer will deduct the Membership Dues from the bi-weekly pay of all Employees.
- 10.02 The Association will inform the Employer in writing of the authorized bi-weekly deduction to be deducted for each Employee.
- 10.03 For Article 10.01, deductions from pay for each Employee will start with the first day of employment, to the extent that earnings are available. The amount deducted in accordance with Article 10.01 will be paid to the Association within 45 days from the end of each month.
- 10.04 No Employee organization other than the Association may have Membership Dues or money deducted by the Employer from the pay of Employees.
- 10.05 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.06 The Employer agrees to include on each Employee's T4 taxation slip a statement of Association Membership Dues collected from that Employee for that taxation year.
- 10.07 Substitute Teachers pay Association dues based on each day of service provided to the Employer. The Employer will deduct Membership Dues before making wage disbursements and will remit them to the Association. The Employer will make every effort to remit the dues within 30 days of the deduction. The remittance will identify the Employee and the deduction made on behalf of the Employee.

Each month of the Academic Year, each Principal shall provide the Association and the Executive Director with a list of Substitute Teachers employed in the

Principal's school that month, and the number of days worked by each Substitute Teacher.

ARTICLE 11

DUTIES AND RESPONSIBILITIES

- 11.01 Teachers shall fulfill their statutory duties and responsibilities that are contained in the *Education Act*.
- 11.02 A Teacher becomes an Employee on the first scheduled day of duty and continues to be an Employee until a resignation, term contract end or termination becomes effective.
- 11.03 A Teacher must perform teaching duties on the days specified as sessional days in the school calendar, except as otherwise provided for in this Agreement. A Teacher is entitled to the days of rest in this Collective Agreement and designated holidays provided for in the *Public Service Act*. These days of rest and designated holidays are not sessional days.
- 11.04 A Teacher's professional responsibilities extend beyond the instructional duties. In each Academic Year the allocation of instructional time and other duties of Teachers is the responsibility of the Principal. Teachers will provide instructional and other duties as allocated by the Principal.
- 11.05 The Employer and the Association view extra-curricular activities as being worthwhile and agree that the participation of a Teacher in extra-curricular activities shall be on a voluntary basis. Extra-curricular activities are activities that are performed:
- (1) outside of the regular teaching day,
 - (2) outside the duties and responsibilities of a Teacher as outlined in the *Education Act*.
- 11.06 Each Teacher is entitled to a duty free lunch period of no less than one hour between 11:00 a.m. and 2:00 p.m.
- 11.07 Recognizing mutual concern for the welfare of school children, it is agreed that the Employer will provide a suitable Substitute Teacher from among suitable persons who are available in the community where a Teacher with assigned classroom duties is absent.
- 11.08 The Employer will make every reasonable effort to ensure Teachers are provided preparation time.

11.09 A Teacher has a professional responsibility to notify the Principal as soon as possible of leave which the Teacher intends to take or apply for pursuant to the provisions of Articles 13, 14 and 15.

ARTICLE 12

HIRING PROTOCOLS

- 12.01 No one will be employed on a contract basis for teaching duties in elementary or secondary schools under the jurisdiction of the Nunavut Department of Education.
- 12.02 Notwithstanding Article 12.01, the Employer may employ on contract any person to instruct cultural, religious or Inuit language programs other than those that are normally part of the regular school program.
- 12.03 Term Teachers may be hired:
- (1) as replacements for Teachers on approved leave,
 - (2) in relation to programs of a fixed duration,
 - (3) in relation to or in support of training such as ongoing NTEP programs or the implementation of the *Inuit Language Protection Act*,
 - (4) where a position is, or becomes, vacant after the start of the current Academic Year, and
 - (5) with the approval of the Association, where it is not reasonably possible to hire a Teacher on an indeterminate basis.

ARTICLE 13

SPECIAL LEAVE

Credits

- 13.01 (1) Employees earn one-half (1/2) day of special leave credits for each calendar month for which they receive pay. An Employee may have a maximum credit of **30** special leave days at any one time. As credits are used, they continue to be earned up to the maximum.
- (2) For Article 13.01, an Employee, except an Employee who has worked less than the entire ten (10) months of the Academic Year, is deemed to have received pay for at least ten (10) days in the months included in the school calendar as summer holidays. To qualify, the Employee must continue in the employment of the Employer at the start of the following Academic Year.
- (3) If sufficient credits are available, the Employer will grant special leave to Employees in the following circumstances:

- (a) up to five (5) consecutive working days if the Employee attends the funeral of a member of the Immediate Family;
 - (b) two (2) days after the Employee receives notification of a death in the Immediate Family if the Employee does not attend the funeral;
 - (c) three (3) days on the birth of an Employee's child; such leave may be divided into two (2) parts and taken on separate days and shall be taken no later than ten (10) days following the return of the child to the Employee's place of residence. Female Employees may take this leave immediately upon the conclusion of maternity leave;
 - (d) three (3) days on the adoption of a child;
 - (e) two (2) days for a Teacher's wedding or graduation, the wedding of the Teacher's child, or the graduation of the Teacher's spouse or child;
 - (f) a general transportation tie-up caused by weather or aircraft mechanical failure if the Employee makes every reasonable effort to report for duty. The Employee must advise the supervisor as soon as possible should such a transportation tie-up or aircraft mechanical failure occur. The Employee may be requested to provide supporting documentation for the transportation tie-up or aircraft mechanical failure.
- (4) If sufficient credits are available, the Employer may grant special leave to Employees in the following circumstances:
- (a) if circumstances not directly attributable to the Employee, including illness in the Immediate Family, prevent reporting for duty;
 - (b) serious household or domestic emergencies;
 - (c) serious community emergencies if the Employee is required to help;
 - (d) to attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action;
 - (e) under specific circumstances, to extend the bereavement leave referred to in Article 13.01(3)(a) above;
 - (f) in applying Article 13.01(4)(a), the **Executive Director** will grant the leave if the request is reasonable under the circumstances.
- (5) One (1) day of special leave credits each Academic Year may be used at the Employee's discretion, if enough notice is given to the immediate Supervisor subject to:
- (a) operational requirements; and
 - (b) the leave not being taken in conjunction with summer, Christmas, Easter or Spring Break (or equivalent) except with the approval of the **Executive Director**.

- 13.02 The Executive Director may grant up to a maximum of six (6) days Special Leave to an Employee who doesn't have enough credits. Advanced leave will be deducted from future Special Leave credits.

ARTICLE 14

SICK LEAVE

Credits

- 14.01 (1) (a) Each full-time Employee will be advanced 15 days of sick leave at the start of the Academic Year. The advancement of credits will be pro-rated for Employees hired after the start of the Academic Year.
- (b) Part-time Employees will earn one and one-half days (1½) sick leave credits for each month of full-time employment or its equivalent.
- (2) Upon appointment, Employees will be credited with unused sick leave credits earned with a previous Employer of Teachers within the Government of Nunavut.
- (3) Notwithstanding the above, if circumstances warrant, the Employer will advance up to 15 days sick leave credits. The advanced credits will be charged against future credits as earned.
- (4) Sick leave credits not used shall accumulate to the credit of the Employee.
- (5) Any sick leave taken but not earned will be recovered from money payable to the Employee.
- 14.02 (1) An Employee who has the necessary sick leave credits will be granted sick leave with pay for illness or injury on a normal working day. The request must be supported by a completed sick leave form that should be submitted immediately after returning to duty or upon the request of the Employer.

In addition, a certificate from a qualified medical practitioner certifying that the Employee was unable to carry out duties due to illness or injury must be submitted under the following circumstances:

- (a) for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in an Academic Year when, in the same Academic Year, the Employee has been granted nine (9) days sick leave without producing a medical certificate;
- (c) the Employer may exercise its prerogative to question the veracity of a medical certificate submitted by an Employee. Should this occur, the Employer can require that the Employee's medical status be assessed by another qualified medical practitioner that is mutually agreed upon within 15 days of receiving the certificate certifying that the Employee was unable to carry out duties due to illness or injury. This assessment will be paid by the Employer.

- (2) If no qualified medical practitioner or nurse is available in a community, a notarized statement certifying that the Employee is unable to perform the duties due to illness or injury will be considered adequate.

A notarized statement is a statement sworn before a Justice of the Peace, Notary Public or a Commissioner for Oaths.

- (3) An Employee who is absent from duty due to illness or injury for more than one-half (1/2) day, but less than one (1) day, will have only one-half (1/2) day charged as sick leave. There will be no charge against sick leave credits, if the absence is less than one-half (1/2) day.

- 14.03 An Employee is not eligible for sick leave with pay while on leave of absence without pay or under suspension.
- 14.04 An Employee who has insufficient or no credits to cover the sick leave with pay will, where circumstances warrant, be granted up to 25 days while waiting for a decision from the Workers' Safety and Compensation Commission on an application for injury-on-duty leave.
- 14.05 An Employee who is granted sick leave with pay and has injury-on-duty leave later approved for the same period, will have the sick leave credits reinstated. The Employee will reimburse the Employer for any pay or income received from the Workers' Safety and Compensation Commission covering any of the days for which the Employee has been granted sick leave with pay pursuant to Article 14.04.
- 14.06 An Employee who goes on sick leave and is unable to ever return to duty will be entitled to all previously accrued sick leave upon the Employer being provided with an acceptable medical report from the Employee's medical physician.

Medical Transportation Assistance

- 14.07 (1) Employees and their Dependants who are required to travel from their residence in Nunavut to get medical or dental treatment will have their traveling expenses reimbursed, subject to the following:
- (a) Payment will not exceed return transportation to the Employee's Point of Departure or the nearest place where adequate treatment is available, whichever results in less expense, and seven (7) days hotel accommodation and meal costs in accordance with the rates specified in the Duty Travel Appendix B3 of this Agreement. In addition, required taxi or limousine charges will be reimbursed.
 - (b) Employees or their Dependants, who receive specialized treatment as outpatients, will be reimbursed for accommodation, meals and local transportation expenses based on a per diem rate in the Duty Travel Appendix B3 of this Agreement. This applies for periods over seven (7) days, but not to exceed 30 days.
 - (c) The cost of overnight hotel accommodation en route will be reimbursed if travel to the treatment centre is interrupted, due to inclement weather

conditions, or to circumstances completely beyond the Employee's control.

- (2) Payment will not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner stating that the treatment was:
 - (a) non-elective, and
 - (b) required for the health of the patient, and
 - (c) could not be provided by facilities or services available at the community in which the Employee is resident, and
 - (d) for orthodontic treatment, approved by the dental committee established by the Nunavut Department of Health and Social Services using the criteria established by the Medical Services Branch of Health and Welfare Canada in its Schedule of Dental Services for Nunavut.
- (3) In addition to the expenses previously outlined in this article, traveling expenses for another person may be approved up to those outlined in Articles 14.07 (1)(a) and 14.07(1)(c) if:
 - (a) a qualified medical or dental practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
 - (b) the Employer's approval is obtained.
- (4)
 - (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.
 - (b) An Employee who is the escort for a member of the Immediate Family may be granted special leave for non-elective medical evacuation only. Travel time, as defined under Article 14.08, will not be granted for this escort duty.
 - (c) Employees who are escorts for members of their Immediate Family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.
- (5) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.
- (6) Any travel assistance recovered by the Employee under a group surgical or medical plan to which the Employer and the Employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this article.
- (7) There will be no duplication of this benefit if an Employee and one (1) or more Dependants work for the Public Service.
- (8) This does not apply to an Employee's Dependants where this benefit is provided to the Employee's Dependants by another Employer.

- (9) This article does not apply to initial consultation visits for orthodontics.
- (10) A pregnant Employee, required by her doctor to leave her place of residence in Nunavut and to stay in another community while she awaits the delivery of her child, will be eligible for the provisions of this Article.

Travel Time

14.08 Except as otherwise provided in Articles 14.07(4)(b) and 14.07(4)(c), every Employee who receives medical travel assistance under Article 14.07 and travels to a medical centre will be granted Leave of Absence with pay for the actual time taken to travel, up to a maximum of three (3) days. The Employer's approval is necessary and travel time will not be granted unless it is supported by a certificate from a qualified dental or medical practitioner resident in Nunavut stating that the medical treatment could not be provided in the community in which the Employee is resident. Travel time will not be charged against sick leave credits.

ARTICLE 15

OTHER TYPES OF LEAVE

Court Leave

15.01 An Employee, other than an Employee on Leave of Absence without pay or under suspension, will be granted leave with pay:

- (1) to serve on a jury; or
- (2) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

Public Service Leave

15.02 (1) An Employee, other than an Employee on Leave of Absence without pay or under suspension, will be granted leave with pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or
- (c) to participate in a public inquiry.

(2) An Employee, other than an Employee on Leave of Absence without pay or under suspension, may be granted leave with or without pay for a period of up to a maximum of 15 days per Fiscal Year to do public service work which is in the interest of the Employer or Nunavut. Public service leave will be granted only where operational requirements permit the Employee's absence. Public service work for the purposes of this clause is limited to:

- (a) participation in a search and rescue mission;
- (b) serving on a Government board, such as the Workers' Safety and

Compensation Commission, the Liquor Licensing Board or Co-Management Boards;

- (c) serving on a municipal council or committee; or
- (d) participating in Federal/Territorial/ Municipal consultation forums.

- (3) The public service leave described in Article 15.02(2) will be either with or without pay depending on the following circumstances:
 - (a) where the Employee receives an honorarium for the public service that is equal to or greater than the Daily Rate of Pay, public service leave is granted without pay;
 - (b) where the Employee is entitled to an honorarium which is less than the Daily Rate of Pay, public service leave will be granted with pay, but the Employee must relinquish the entitlement to any honorarium;
 - (c) where an honorarium is not received, leave is granted with full pay.

Injury-On-Duty Leave

- 15.03 (1) An Employee will be granted injury-on-duty leave with pay where it is determined by the Workers' Safety and Compensation Commission (WSCC) that the Employee is unable to perform his/her duties because of:
- (a) personal injury that occurs in the performance of his/her duties and not caused by the Employee's willful misconduct;
 - (b) sickness resulting from the nature of his/her employment; or
 - (c) over-exposure to hazardous conditions in the course of his/her employment.
- (2) Injury-on-duty leave with pay will be granted only if the Employee agrees to assign his/her WSCC benefits to the Employer for the period in which the Employee was on injury-on-duty leave with pay. To effect the assignment, the Employee must complete an "Assignment of Benefits" form provided by the WSCC and submit the form to the Employer.
- (3) The Employee's regular pay, with the exception of associated benefits, shall be discontinued when the Employee begins to receive WSCC benefits, and regular pay will only resume once the Employee returns to work. All benefits that would normally accrue while receiving regular pay shall continue to accrue while the Employee is receiving WSCC benefits.
- (4) An Employee who was granted sick leave with pay and has injury-on-duty leave later approved for the same period will have sick leave credits reinstated for that period.

Public Service Interviews

- 15.04 An Employee who participates in a personnel selection process **for a** position in the Nunavut Public Service is entitled to Leave of Absence with pay for:

- (1) the period the Employee's presence is required for the selection process; and
- (2) periods the Employer considers reasonable for travel time.

Maternity Leave

- 15.05 (1) (a) A pregnant Employee must notify the Employer at least 15 weeks before the expected date of the birth of her child.

She will, 11 weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than 26 weeks after the date of the birth of her child. The Employee may apply to Regional Payroll and Benefit Office, Department of Finance, and she shall be given, within one (1) week of application, clear, understandable information about maternity leave requirements and benefits.

This is subject to Article 15.05(1)(b).

- (b) The Employer may:
- (i) upon written request from the Employee, defer the start of maternity leave or terminate it earlier than 26 weeks after the birth of her child;
 - (ii) grant maternity leave without pay to start 11 weeks before the expected date of the birth of her child;
 - (iii) require a medical certificate certifying pregnancy.
- (c) Leave granted under this clause will be counted for the calculation of Continuous Employment and Continuous Service for the purpose of calculating severance.

- (2) (a) After completion of six (6) months Continuous Employment, an Indeterminate Employee or Term Employee with a term contract of sufficient duration to meet Article 15.05(2)(b)(i) criteria who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, will be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

- (b) An applicant under Article 15.05(2)(a) must sign an agreement that:
- (i) she will return to work and remain for at least 97½ consecutive sessional days or a shorter period if the Employer agrees; and
 - (ii) she will return to work on the date of the expiry of her maternity leave, unless the date is changed with the Employer's consent.
- (c) If the Employee doesn't return to work as per Article 15.05(2)(b)(ii), she owes the Employer the amount received as maternity leave allowance. Should the Employee not return for the full 97½ sessional days, the Employee's indebtedness shall be reduced on a pro-rated basis according to the number of sessional days she has returned to work.

- (3) Payments made according to the Supplementary Employment Insurance Benefit Plan will be up to a maximum of 17 weeks. The Employer is not responsible for any consequences of an employment insurance benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should the Employee's benefits be affected by tax, employment insurance or legislative provisions.

For the first two (2) weeks, payments are made equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments are made equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay.

- (a) For a full time Employee, the rate of pay will be that to which she would be entitled had she been at work the day the maternity leave commenced;
 - (b) For a part-time Employee the part-time rate of pay is based on the part-time rate of pay she would be entitled to had she been at work the day maternity leave started;
 - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan;
 - (d) Payments in respect of **deferred** remuneration or severance pay benefits are not reduced or increased by payment under the plan;
 - (e) An Employee who becomes eligible for a pay increment or an economic adjustment with respect to any period in which the Employee was in receipt of payments under Article 15.05(2)(a), will have payments adjusted accordingly;
 - (f) Benefit payments pursuant to this article may be suspended at the end of the Academic Year and be reinstated at the beginning of the following Academic Year to ensure that the Employee receives the full supplementary benefit the Employee qualifies for while on maternity leave.
- (4) If reasonable, within operational requirements, the Employer will change the working conditions of a pregnant Employee if there is a written statement from her physician that they may be detrimental to her health or that of the fetus. If it is not reasonable to change the working conditions, the Employee will be granted a Leave of Absence without pay for the time of her pregnancy.

Parental Leave Without Pay

- 15.06 (1) Where an Employee has or will have the actual care or custody of his/her newborn child, or an Employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to 37 consecutive weeks. This leave without pay shall be taken during the 52 week period immediately following the day the child was born or, in the case of adoption, within the 52

week period from the date the child comes into the Employee's care and custody.

- (2) An Employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the Employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- (3) Leave granted under Article 15.06(1) shall be counted for the calculation of Continuous Employment and Continuous Service.
- (4) After completion of six (6) months Continuous Employment, an Indeterminate Employee or Term Employee with a term contract of sufficient duration to meet Article 15.06(5) criteria who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance.
- (5) An applicant under Article 15.06(4) shall sign an agreement with the Employer providing:
 - (a) that he/she will return to work and remain in the Employer's employ for a period of at least 97½ consecutive sessional days after his/her return to work;
 - (b) That he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- (6) Should the Employee fail to return to work in accordance with the provisions of Article 15.06(5), except by reason of the Employee's death, disability or Lay-off, the Employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the Employee not return for the full 97½ sessional days, the Employee's indebtedness to the Employer shall be reduced on a pro-rated basis according to the number of sessional days he/she has returned to work.
- (7) 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 93% of the Employee's weekly rate of pay for the first two (2) weeks, and for an additional 12 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.
- (8) 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 the difference

between the employment insurance benefit she is eligible to receive and 93% of the Employee's weekly rate of pay for a period of 14 weeks.

- (9) For a full-time Employee the weekly rate of pay referred to in Articles 15.06(7) and 15.06(8) shall be the weekly rate of pay to which he/she is entitled on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (10) For a part-time Employee the weekly rate of pay referred to in Articles 15.06(7) and 15.06(8) shall be the pro-rated weekly rate of pay to which he/she is entitled on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six (6) month period of Continuous Employment immediately preceding the commencement of the parental or maternity leave without pay.
- (11) Employees shall have no vested right to payments under this Article 15.06 except to payments during the period of unemployment as specified in this said article.
- (12) Parental leave without pay utilized by an Employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of 52 weeks.
- (13) Parental leave without pay taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of 52 weeks.
- (14) When parental leave is taken by an Employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of 14 weeks for both Employees combined. Parental leave without pay taken by an Employee couple shall not exceed a total of 37 weeks for both Employees combined.

Attendance at Courses at the Request of the Employer

- 15.07
- (1) An Employee who attends a course at the request of the Employer is considered as on duty. Pay and Allowances will be determined accordingly.
 - (2) An **Employee who** attends a course at the request of the Employer during July and August will be paid:
 - (a) an Allowance for each day of the course in accordance with the Employee's Daily Rate of Pay,
 - (b) return transportation from the Point of Departure,
 - (c) support of \$10.00 per day, and
 - (d) cost of tuition and books.

Pedagogic Leave

15.08 Employees invited to give courses or lectures or to take part in seminars and conventions concerning education and related to their employment may be given leave with pay to attend. Approval is at the discretion of the Employer.

Teacher Exchange

15.09 (1) The Employer and the Association recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.

(2) Leave to Work within the Government of Nunavut or Another Employer

- (a) An Employee with five (5) or more years of continuous teaching experience in the service of the Employer may be granted leave without pay to work in another position within the Government of Nunavut in the education field or to work for another Employer in the education field.
- (b) An Employee who is granted leave to work in another position with the Government of Nunavut in the education field will be reimbursed travel and removal expenses from his/her Point of Departure. Return travel and removal expenses to place of employment at the end of the leave will be granted to Employees who work in another position within the Government of Nunavut in the education field.
- (c) An Employee granted leave under Article 15.09(2)(a) who returns to work for the Employer will work for at least one (1) year following the end of the leave.
- (d) Applications for benefits under Article 15.09(2)(a) will be submitted no later than March 15 of the year the leave starts. Applications received for benefits under Article 15.09(2)(a) will be considered by the Nunavut Professional Improvement Committee.

Examination Leave

15.10 Employees who wish to write examinations that a university requires be written during school hours are entitled to leave with pay for the time required to write the examination at their place of employment.

Leave for Other Purposes

- 15.11 (1) (a) Subject to prior approval, Employees may be granted leave before the last day of June to allow them to attend the start of a summer school course.
- (b) Subject to prior approval, Employees may be granted leave with pay following the start of the Academic Year to allow them to attend a summer school course until it is over.
- (c) Application for leave under Articles 15.11(1)(a) or 15.11(1)(b) will be

submitted in writing no later than 30 days before the end of the Academic Year.

(2) Leave Without Pay for Relocation of Spouse

The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an Indeterminate Employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the Indeterminate Employee's community. If the Indeterminate Employee does not return to the position for the beginning of the Academic Year, the Indeterminate Employee shall cease to be an Employee at the end of approved period of leave without pay.

Leave without pay granted under this clause shall be deducted from the calculation of Continuous Employment for the purpose of calculating severance pay and for the Employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave, which is for a period of more than three (3) months, shall not be counted for pay increment purposes.

- (3) The Employer may grant leave with pay for military or civil defense training, fire fighting service and emergencies affecting the community or place of work.
- (4) The Employer may grant leave with or without pay for any other purposes.

Leave - General Provisions

- 15.12 (1) The following categories of leave will be granted in accordance with this Agreement, provided the Employee notifies the Principal (or immediate supervisor for Principals or non school based Employees) at once that the leave is required:
- (a) bereavement leave (Article 13.01(3));
 - (b) leave for the birth of a child (Article 13.01(3));
 - (c) illness in the Immediate Family (Article 13.01(4));
 - (d) sick leave (Article 14).
- (2) The Employee will obtain prior approval from the Executive Director's office before going on any leave other than those listed in Article 15.12(1).
- 15.13 Except where termination of employment results from death or Lay-off, any unearned leave with pay may be recovered at termination.
- 15.14 A Teacher requested by the Employer to report for duty for more than 195 sessional days, and who is required to be paid, will be paid a daily per diem rate. The rate is calculated by dividing the Teacher's Salary by 195 sessional days for each full day the Teacher works.

Hunting, Fishing and Harvesting Leave

- 15.15 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 hunting, fishing or harvesting pursuits. Such leave may be granted at the discretion of:
- (1) for Employees who are in schools, the Employee's Principal; and
 - (2) for Employees who do not work in schools, or who are Principals, the Employee's immediate supervisor.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

- 16.01 (1) A Professional Development Fund ("Fund") shall be established to support the Professional Development of Teachers so as to improve the quality and relevance of education for the students in Nunavut.
- (2) The Fund shall consist of 4.5% of the gross Basic Salary of Association members to whom this agreement applies, calculated at the start of each school year.
 - (3) Any money remaining in the Fund, at either the Nunavut or school level at the end of either the fiscal or school year shall not lapse but shall be retained for future use.
 - (4) The Professional Development Fund will be credited with the rate of return the Nunavut Government earns on its own investments. The interest earned is in addition to the formula allocation and is the property of the Fund.
- 16.02 The Fund shall be divided into six (6) parts with allocations for the following purposes:
- (1) Nunavut - wide special Professional Development activities (20%)
 - (2) Annual professional leaves with or without Allowances (20%)
 - (3) Short term Professional Development activities (15%)
 - (4) School and individual Professional Development activities (25%)
 - (5) Employment of Professional Development Staff (15%)
 - (6) Opportunities for Teachers to learn the languages in the bilingual language of instruction model(s) selected by the District Education Authority (5%).
- 16.03 (1) The structures and guidelines developed by the NPIC and School Professional Improvement Committees shall enable all educator voices to be heard and reflect the linguistic and cultural context of Nunavut. School

Professional Improvement Committees will be formed in each school. Each School Professional Improvement Committee will include one (1) member who is the Principal or Vice-Principal of that school.

- (2) Professional Development initiatives shall be directed by Teachers and linked to one (1) or more of the following:
 - (a) an activity that will improve student learning in the Teacher's classroom;
 - (b) school and professional growth plans for the Teacher;
 - (c) the Teacher Evaluation work plan; and
 - (d) school improvement process.

Professional Development initiatives that are repetitive in nature will not be approved by the Professional Improvement Coordinator. Continuous progress in Professional Development activities by the Teacher needs to be evident. The Department of Education and **Association** will have input into Professional Development.

- (3) The Principal shall ensure that Professional Development activities are available and undertaken in accordance with the *Education Act*.
- (4) Such activities may be held face-to-face, by distance education, through correspondence or other means, which is practical given the geography and context of Nunavut. Professional Development opportunities within Nunavut will be given priority. A Teacher who applies for Professional Development opportunities outside of Nunavut must provide evidence in the Professional Development application that the learning cannot be accessed or organized in Nunavut. Applicants will also be required to have a Southern Travel Authorization authorized by the Deputy Minister.
- (5) These activities may include school conferences, multi-school regional/territorial conferences, school level activities, as well as individual activities. School Professional Improvement Committees, within the guidelines developed by the NPIC in consultation with Teachers throughout Nunavut and with the assistance of the Professional Improvement Coordinator, shall decide on any multi-school/regional/territorial conference venue, dates and format. Where any Committee has approved an application for Professional Development, the Department of Education will not unreasonably withhold approval for leave.
- (6) The NPIC Coordinator will provide an overview of the Professional Development activities undertaken by Teachers in each school with an emphasis on how each professional activity will improve student learning. A copy of this report will be given to each school Principal for his/her school by the end of the School Year.

The NPIC Coordinator shall provide this report to the **Association** President and the **Deputy Minister**. The Principal shall provide this report to the

applicable District Education Authority as part of the Principal's year-end report.

This report may be a part of the Minister's annual Report Card which is tabled by the Minister of Education.

- (7) The **NPIC and the Deputy Minister** shall be provided with a copy of the Fund audit prior to the signing of the audit, and shall have the opportunity to provide comments to the **Association President** and/or the Fund auditor. The **Association** shall sign the Fund audit. **The signed Fund audit shall be provided to the Deputy Minister.**
- (8) If Regional or Nunavut-wide Professional Development conferences are being planned they will be planned in a cooperative and collaborative manner with the NPIC Committee, the **Association** and the Department of Education.
- (9) All Professional Development which requires leave during the Academic Year outside of the scheduled Professional Development week will only be granted if approved by the Department of Education.

Nunavut-Wide Professional Improvement Committee

- 16.04 (1) There shall be a Nunavut-wide Professional Improvement Committee (NPIC) consisting of two (2) representatives appointed by the Association and two (2) representatives appointed by the Nunavut Department of Education. The Professional Improvement Coordinator will be an ex-officio and non-voting member of the Committee. Either of the representatives from the Department of Education can be an Association member. The NPIC shall operate by consensus and shall determine its own procedures, subject to the general directions and requirements provided in this article. The purpose of the NPIC shall be to co-ordinate, promote and communicate about Professional Development in Nunavut.
- (2) The NPIC shall co-ordinate the work of sub-committees working on special Professional Development projects and the Educational Leave Committee. The membership of the special project sub-committees shall be determined by the NPIC, and shall include Teachers and other partners involved in planning, developing and providing Professional Development.
- The NPIC shall also supervise the work of the Professional Improvement Coordinator.
- (3) The NPIC shall receive 20% of the Fund to support its own activities. These activities shall include, but not be limited to:
- (a) the development and/or delivery of courses on pedagogical, practical topics identified by Teachers. These courses are to be developed and/or delivered under the direction of the Professional Improvement Coordinator with direct involvement of **Association** members in all stages of the process and offered for the professional growth of all Nunavut educators, with an associated ultimate goal of improvement

of instruction for all Nunavut students. Where reasonably possible, such courses shall be accredited with/by a recognized post-secondary institution;

- (b) resources to allow for the delivery of and attendance at such courses, as outlined above, which may include travel, tuition costs, books, manuals and any other relevant and associated items required for the success of this program. No additional Salary will be paid to a Teacher taking any such course;
- (c) funding to support the publication of journals and a newsletter;
- (d) extraordinary funding to meet School Professional Improvement Committee needs;
- (e) any other matter that in the NPIC's opinion furthers the objects of the Fund.

Short Term Professional Assistance

- (4) The NPIC shall receive 15% of the Fund for assistance towards short term professional assistance activities such as: summer school, part-time courses, distance education courses, correspondence courses and school and regional Professional Development activities of a special nature. The NPIC shall determine the guidelines for such activities. Individual applications are to be forwarded to the NPIC Coordinator for final approval.

Educational Leave Committee

- 16.05 (1) (a) The NPIC shall establish a standing Educational Leave Committee (ELC). The ELC shall consist of four (4) members, two (2) members named by the Nunavut Department of Education [one (1) of whom may be a member of the Association] and two (2) members named by the Association. The ELC shall administer the portion of the Fund allocated to the ELC. The ELC shall operate by consensus, and shall operate within the guidelines established by the NPIC.
- (b) The purpose of the ELC shall be to approve educational leaves with or without Allowances. A minimum of two (2) leaves with Allowances and a minimum of four (4) leaves without Allowances must be granted each year providing there are sufficient applicants for such leaves. Notwithstanding the foregoing, a minimum of 50% of the leaves with and without Allowances granted in any one (1) year must be to Teachers who are proficient at Level II in the Inuit language of Nunavut providing there are such applicants who meet the requirements for education leave as outlined by the NPIC.
 - (c) The Professional Improvement Coordinator shall coordinate the ELC and the administration of the leaves under the direction of the ELC.
 - (d) Education leave applications must be signed by the Executive Director before they are submitted to the ELC.

Professional Improvement Coordinator

- 16.06 (1) Professional assistance and co-ordination will include the employment of a Professional Improvement Coordinator who will be seconded from the Bargaining Unit. The Department of Education shall determine the office location of the Coordinator in consultation with the Association.

The Coordinator shall promote Professional Development for **Association** members in Nunavut, assist with projects determined by the NPIC, communicate with school committees about Professional Development activities and organize all meetings and administration of the Fund and related committees. The Professional Improvement Coordinator shall be selected and supervised by the NPIC.

- (2) The Department of Education shall provide the administrative services required to support the Fund. The cost of the salary and benefits of the Coordinator and travel shall be paid out of the Professional Development Fund. Fifteen percent (15%) of the Fund shall be allocated to provide for this purpose.
- (3) The Coordinator will have the responsibility for assessing the effectiveness of the various Professional Development activities provided for in this article and the Policies and Procedures Manual developed by the NPIC. The Coordinator shall provide the Department of Education, **Association** and NPIC with a Nunavut Professional Development Report by October 1 each year. This report will be part of the Minister's annual Report Card which is tabled by the Minister of Education.
- (4) The NPIC Coordinator shall provide the Department of Education and the **Association**, by October 1 each year, a list of Professional Development activities. This list shall include the name of the Teacher who took Professional Development and the Professional Development activities undertaken by each Teacher during the previous school year. This list shall be separated by region.

The information on this list shall not be provided to District Education Authorities, students or parents, except with the written consent of the individual Teacher or Teachers.

Dispute Resolution Process

- 16.07 In the event of an impasse with respect to the operation of any of the Committees established pursuant to this article or with respect to approval for any leave for any of the activities provided for in this article, the issue in dispute may be referred to a committee consisting of an Assistant Deputy Minister of the Department of Education and the President of the Association, or their designate, who shall decide the matter within 14 calendar days of such referral.

ARTICLE 17

SEVERANCE PAY

Lay-off

- 17.01 An Employee who is laid off after one (1) year or more of Continuous Employment is entitled to Severance Pay at the time of Lay-off.
- 17.02 The severance pay for an Employee laid off for the first time following the signing of this Agreement is:
- (1) ten (10) days pay for the first, and four (4) days pay for each succeeding, complete year of Continuous Employment,
 - (2) subtracted from this will be any period for which the Employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer,
 - (3) the total amount of severance pay which may be paid under this clause will not exceed 140 days pay.
- 17.03 The severance pay for an Employee laid off for a second or subsequent time after the signing of this Agreement, will be:
- (1) four (4) days pay for each completed year of Continuous Employment,
 - (2) subtracted from this will be any period for which the Employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer,
 - (3) the total amount of severance pay which may be paid under this clause will not exceed 135 days pay.

Termination

- 17.04 Provided that an Employee gives at least 60 days notice of an intention to terminate, or any shorter period as the Employer may agree, an Employee who has ten (10) years or more of Continuous Employment is entitled to be paid, on termination from the Public Service, severance pay equal to the amount obtained by multiplying twice his/her Daily Rate of Pay on termination by the number of completed years of their Continuous Employment to a maximum of 26. In the event of death, the estate of the Employee shall be paid severance pay according to the formula as set out above.

ARTICLE 18

RESIGNATION AND PROBATION

Hiring, Probation and Termination

Hiring

- 18.01 No person will be employed as a Teacher without holding a valid Government of

Nunavut Teaching Certificate or a valid Teaching Certificate issued by a province or territory.

Probation

- 18.02 (1) Teachers will be hired on a probationary contract until they have completed two (2) years of service as a Teacher in a school in Nunavut.
- (2) Teachers who are promoted during this period will have to serve the greater of the remaining probationary period under this article or the probationary period required to be served under Article 18.05.
- (3) A Teacher who is rejected on probation and is subsequently rehired shall serve a new two (2) year probationary contract.**
- (4) A Teacher who has served a probationary period, and who has not been a Teacher in Nunavut for more than thirty (30) months, shall serve a new two (2) year probationary period.**
- 18.03 A Teacher who comes on staff before December 23 of the Academic Year and remains on staff for the balance of that year will be deemed to have served a year of probation at the end of the Academic Year.
- A Teacher who comes on staff after December 23 will be deemed to have completed a year of probation at the end of the subsequent Academic Year.
- 18.04 The Employer and the Association agree to the desirability of providing advice, assistance, and assessment of Teachers on probation. Where operational requirements permit, the Employer will arrange for two (2) visits by the Principal to the classroom of each probationary Teacher each year.
- 18.05 (1) An Employee who is promoted will be on probation in the new position for up to one (1) year.
- (2) Subject to Article 18.05(1) the Employee's performance during this probationary period will not adversely affect the Employee's status before promotion.

Termination

- 18.06 The contract of employment of a Teacher on probation may be terminated:
- (1) **by** mutual consent;
- (2) **by** dismissal for cause or incompetence; or
- (3) without cause at the end of an Academic Year by notice in writing. The notice must be delivered by registered mail to the Teacher at least 60 calendar days before the end of the closing day of the school in which the Teacher is employed and takes effect on the last day of that School Year.

Termination under (2) and (3) constitutes rejection on probation.

- 18.07 The Employer will not terminate the contract of employment of Teachers who have completed their probationary period, except by mutual consent or for cause or incompetence.
- 18.08 No Teacher will be dismissed, demoted or suspended for disciplinary reasons without just cause. The grounds for the disciplinary action must be given in writing when notified by the Employer.

Lay-offs

- 18.09 (1) "Lay-off" means the termination of a Teacher's contract because the Teacher's position is eliminated or has become redundant.
- (2) The Employer will provide at least 45 days written notice prior to the last scheduled work day in the School Year. A copy of Article 18 shall accompany the written notification. The Lay-off of a Teacher who is notified after this period will not be effective until the end of the subsequent School Year.
- (3) Notice of Lay-off will include an offer for employment for a comparable position, if one is determined by the Employer to be available.
- (4) A Teacher to whom notice of Lay-off has been given ceases to be employed only at the end of the School Year.
- (5) The Department of Education shall give fair consideration to retaining qualified Teachers having the greatest Continuous Employment with the Employer in the following priority:
- (a) Indeterminate Teachers who have successfully completed a probationary period;
 - (b) Indeterminate Teachers who have not yet completed a probationary period; and
 - (c) all other Teachers.
- (6) For purposes of applying Article 18, a qualified Teacher is one possessing the necessary academic qualifications, language qualifications, training and experience for a specific teaching position.
- 18.10 (1) In the event of an impending Lay-off, representatives of the Department of Education shall contact the President of the Association or designate, to discuss the implications of the Lay-off, and shall provide the President with a list of Teachers who have received notice of Lay-off in writing.
- (2) The Employer will give Teachers who have been given Lay-off notice priority for all vacant teaching positions for which they are qualified during the notice period, as follows:

- (a) within the Teachers' Regional School Operations;
- (b) within other Regional School Operations in Nunavut.

- 18.11
- (1) A comparable vacancy which occurs within the following year will be offered to any Teacher who has been laid off and is still unemployed. The Teacher must be qualified for the position. It is the responsibility of the laid off Teacher to become aware of a vacant position and to submit an application for it.
 - (2) In recognition of the value of Teachers with long service, the Regional School Operations shall give fair consideration to redeploying qualified laid off Teachers having the greatest Continuous Employment with the Employer in the following priority:
 - (a) Indeterminate Teachers who have successfully completed a probationary period;
 - (b) Indeterminate Teachers who have not yet completed a probationary period; and
 - (c) all other Teachers.

18.12 Any Indeterminate **or Term** Teacher who relocates to another Nunavut teaching position under this article is deemed to be moving at the Employer's request.

Resignation

- 18.13
- (1) A Teacher who wishes to resign effective the last day of the school year shall provide written notice of this intent no later than 60 calendar days before the last day of the Academic Year.
 - (2) A Teacher who:
 - (a) provides written notice of intention to resign after the date in Article 18.13(1);
 - (b) resigns with a resignation date which is effective prior to the last day of the School Year; or
 - (c) is a Term Teacher, and who resigns with a resignation date prior to the expiry of that Teacher's fixed period of employment;shall not be entitled to removal expenses. All such resignations shall be accepted "with prejudice".
 - (3) A Teacher who provides notice of resignation after the date in Article 18.13(1) will, notwithstanding Article 18.13(2)(a), be entitled to removal expenses and to have the resignation accepted "without prejudice" if the Teacher can demonstrate to the Employer's satisfaction that the late notification was beyond the Teacher's control.

ARTICLE 19

CONTINUING BENEFITS OF THE RETURNING EMPLOYEE

- 19.01 An Employee granted Leave of Absence who returns to on-duty status is entitled to previous benefit and credit entitlements subject to the terms of this Collective Agreement.
- 19.02 An Employee on loan to another agency for teaching duties who returns to on-duty status is entitled to previous benefit and credit entitlements subject to the terms of this Collective Agreement.
- 19.03 A Teacher who transfers from a teaching position under the Association to a non-teaching position which **is not in the Bargaining Unit** ceases to enjoy benefits of this Collective Agreement.

ARTICLE 20

GRIEVANCE AND ARBITRATION PROCEDURES

Definition of Grievance

- 20.01 The Grievance and arbitration provisions are designed to provide a formal mechanism for the resolution of disputes that arise between the parties during the term of the Collective Agreement.

The Grievance process is designed to allow for a timely and thorough investigation of disputes arising out of an alleged violation of the Collective Agreement or dismissal from the Public Service, with the possibility of final resolution through third party binding arbitration.

The Employer and the Association agree that a Grievance may arise concerning:

- (1) the interpretation, application, operation, contravention or alleged contravention of a provision of the Collective Agreement;
- (2) the interpretation, application, operation, contravention or alleged contravention of an Act, Regulation, direction or other instrument made or issued by the Employer and dealing with terms and conditions of employment;
- (3) the imposition of discipline, for just cause, including, without limiting the generality of the foregoing, the disciplinary demotion or disciplinary suspension of an Employee or the withholding of an increment;
- (4) dismissal from the Public Service.

The Final Resolution of Grievance

20.02 Grievances arising out of the circumstances described in Article 20.01 which are not resolved during the Grievance procedure described in Article 20.05, may be finally resolved as follows:

- (1) Grievances concerning Articles 20.01(1) or 20.01(3) or 20.01(4) will be finally resolved by reference to arbitration in accordance with the procedure in Article 20.05;
- (2) Grievances concerning Article 20.01(2) will be finally resolved by reference to the Minister Responsible for the *Public Service Act*.

20.03 Before invoking the Grievance procedure, Employees will make reasonable efforts to resolve the dispute with their immediate supervisors.

Employees will send a copy of each Grievance to the Association and the Employer will send a copy of any replies to the Association.

Employees may present their Grievances personally or through an agent.

A Substitute Teacher has access to the Grievance procedure with respect to matters arising while employed as a Substitute Teacher.

20.04 The Association may invoke the Grievance procedure at Step 2 if the Association alleges that a Grievance has arisen that is not one that may be the subject of a Grievance by an Employee.

Grievance Procedure

20.05 The Grievance procedure will consist of the following steps:

Step 1

The Grievor, with the assistance of the Association, will notify the Executive Director of the nature of the complaint within 40 working days of becoming aware of the incident giving rise to the complaint. A meeting between the Grievor, the Association and the Executive Director may be held within ten (10) working days of receiving the written Grievance, if additional information is required to resolve it. The parties will review the circumstance of the Grievance in an attempt to resolve it.

The Executive Director will provide to the Grievor and the Association a written decision, with reasons, concerning the Grievance within ten (10) working days of the meeting or 20 working days following receipt of the written Grievance.

Step 2

A Grievor who is not satisfied with the decision at Step 1 may, within ten (10) working days of receiving the decision, forward the Grievance in writing to the President of the Association, or designate, and the Director of Employee Relations.

The President of the Association and the Director of Employee Relations or their designates, will meet to review the Grievance in an attempt to find a mediated

solution which they may recommend to the Grievor and the Deputy Minister of Education or his/her designate to resolve the Grievance.

If the Grievance is not resolved within 20 working days, the Association will determine whether the Grievance will be forwarded to arbitration.

20.06 Employer grievances shall be provided by the Employer to the Association President. Employer grievances that are not resolved through discussions between the Employer and the Association as provided in the Step 2 process in Article 20.05 will be finally resolved by reference to arbitration in accordance with the procedure in Article 20.07.

Arbitration

20.07 If a Grievance has been presented at second step and is not resolved it may be referred to arbitration as provided for in Article 20.02.

20.08 The time limits for completion of each stage of the Grievance and arbitration procedure may be extended by mutual agreement of the Association and the Employer or the Employee and the Employer if the Grievor is an individual Employee.

20.09 (1) The Arbitrator has all of the powers granted to Arbitrators under Section 12(1)(a) of the *Arbitration Act* in addition to any powers in this Agreement.

(2) The Arbitrator will hear and determine the Grievance and will issue a decision. The decision is final and binding upon the parties and upon any Employee affected by it.

(3) The Arbitrator will sign the award. Copies will be given to the parties to the dispute.

20.10 The Arbitrator does not have the authority to:

(1) alter or amend any of the provisions of this Agreement, or

(2) substitute any new provisions, or

(3) give any decision contrary to the terms and provisions of this Agreement, or

(4) increase or decrease salaries or Allowances.

The Arbitrator has the authority to determine whether any matter is arbitral.

20.11 The Employer and the Association will each pay one-half of the remuneration and expenses of the Arbitrator. Each party will pay its own expenses.

20.12 An Arbitrator may determine that an Employee has been dismissed, demoted or suspended contrary to Article 18.08, and may direct the Employer to reinstate the Employee without any loss of Salary and benefits.

Without limiting the generality of the foregoing, Arbitrators may make any order they consider fair and reasonable having regard to the circumstances and terms of this Agreement.

This is without limiting the generality of the powers granted to Arbitrators under Section 12(1)(a) of the *Arbitration Act*.

Expedited Arbitration

- 20.13 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a Grievance may be referred to a previously agreed upon person who shall hear the Grievance and who shall at the conclusion of the hearing, give a written decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that Grievance by any means.

ARTICLE 21

EMPLOYEE FILES

- 21.01 There will be only one (1) personnel file, which will be maintained in the Headquarters of the Regional School Operations.
- 21.02 The Employer will not introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee unless the Employee was aware of the document at the time of filing or within a reasonable period.
- 21.03 **Upon advance notice by a Teacher, the Employer shall provide the Teacher with access to his/her** personnel file at times convenient to the Employer and in the presence of an authorized representative of the Employer.
- 21.04 Upon presentation of a written request from the Employee, an accredited representative of the Association may be supplied with information and copies of documents from the Employee's personnel file. The Employee must have specifically identified what information and documents are to be made available to the representative.
- 21.05 An Employee's personnel file will be cleared of all adverse comments, reports or correspondence if the Employee has been continuously employed for three (3) years from the date of the last adverse comment, report or correspondence.
- 21.06 Employees may place documents on their personnel file that pertain to work related matters with the knowledge of their Principal who will ensure that a copy is forwarded to the Headquarters of the Regional School Operations within seven (7) days.

- 21.07 Proper security shall be maintained on Teacher performance appraisal documents. These documents may only be reviewed by the Principal, Executive Director or **designated Government of Nunavut public servant, except when the Teacher's performance appraisal documents are:**
- (a) required by law to be provided;
 - (b) provided with the consent of the Teacher; or
 - (c) required as part of an arbitration process.

ARTICLE 22

RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

- 22.01 (1) The Employer will make all reasonable provisions for the occupational safety and health of Employees. The Employer welcomes suggestions on the subject from the Association.
- The parties will consult with a view to adopting and effectively carrying out reasonable procedures and techniques intended to prevent or reduce the risk of employment injury.
- Employees will carry out all reasonable provisions made for their health and safety by the Employer.
- (2) The Employer will comply with all applicable provisions established under the *Safety Act* and Regulations.

Adverse Weather Conditions

- 22.02 (1) If the school has been closed for all students due to adverse weather, no Teacher is required to report for duty. Such days, when the school is closed, will be deemed as sessional days.
- (2) If the school has been closed for designated classes or all of the students in designated classes have been dismissed from the school(s) due to adverse weather all Teachers will report for duty, unless leave is approved.
- (3) If the school building is closed due to health and safety of the building all Teachers can be required to meet at another suitable location.

Harassment

- 22.03 (1) The Employer is committed to promoting a work environment which is free from sexual and personal harassment. The Association and the Employer recognize the right of Employees to work in an environment free from sexual and personal harassment. The Employer will not tolerate sexual and personal harassment in the workplace.
- (2) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced

with respect to any Employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and conviction for which a pardon has been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Association, nor by exercising their rights under the Collective Agreement.

- (3) Sexual harassment is any unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching, physical assault, or any contact that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (4) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).
- (5) To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:
 - (a) the prevention of abuse of staff;
 - (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 - (c) the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behavior;
 - (d) the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
 - (e) confidentiality of information.
- (6) A Grievance under this article may be initiated at any step of the Grievance procedure. Grievances under this article will be handled with all confidentiality and dispatch.

Violence in the Workplace

- 22.04
- (1) The Employer and the Association recognize that every Employee has a right to freedom from assault in the workplace. Assault means physical assault, verbal assault or threatened assault.
 - (2) When a Teacher has suffered an assault, the Principal will immediately

investigate the situation in accordance with the steps outlined in the *Education Act*, *Safety Act* and any other relevant jurisdictional policies and regulations.

- (3) The Principal will keep the school Association representative informed of ongoing developments for each situation under investigation.

ARTICLE 23

CONTRAVENTION OF THE *PUBLIC SERVICE ACT*

- 23.01 The *Public Service Act* establishes procedures for collective bargaining and the settlement of Grievances. Disciplinary action may be taken, which will include penalties up to and including discharge, for participation in arrangements contrary to the *Public Service Act* for conducting Grievances, disputes and collective bargaining.

ARTICLE 24

EXTRANEOUS DUTIES AND OUTSIDE EMPLOYMENT

- 24.01 The Employer and the Association recognize the undesirability of requiring Teachers to perform functions other than those exclusively educational.
- 24.02 (1) The Association and the Employer recognize that some forms of outside employment are undesirable. Without limiting the generality of the foregoing, employment that would place the Teacher in a conflict of interest with his/her normal duties, or otherwise cause harm to the reputation of the education system, is inappropriate and should not be pursued.
- (2) (a) An Employee who wishes to carry on business or engage in employment of a continuing nature at the community level will notify the Employer in writing of the proposed business or employment.
- (b) If the Employer wishes to prohibit an Employee's engagement in outside employment that:
- (i) would place the Teacher in a conflict of interest with his/her normal duties, or
 - (ii) otherwise cause harm to the reputation of the education system.
- The Employee will be notified in writing of the reason(s) and the Employee shall cease involvement in the questioned activity of employment.
- (c) Employees wishing to carry on business or outside employment of a continuing nature are advised to consult the Regulations enacted pursuant to the *Public Service Act* and the Government of Nunavut's

Standard of Conduct Policy (or policy on conflict of interest) as it relates to outside employment.

ARTICLE 25

PRINCIPALS' SCHOOL ADMINISTRATION TIME

- 25.01 The Employer undertakes to ensure that Principals are allowed adequate time free of teaching duties to perform their administrative duties.
- 25.02 Principals will accept the professional responsibility of having their schools operational on the first day of each school term, semester or other division of the Academic Year utilizing the staff and facilities, which have been allocated.
- 25.03 Principals, as part of their duties, are required to discuss with the Executive Director or designate the effectiveness of education program delivery in their schools. This includes an analysis of the strengths and weaknesses of professional staff and the content, practices and procedures that relate to the education program of the school.

These discussions may include recommendations for appropriate remedial action and, subject to written notification being given by the Principal to the Teacher concerned, may include recommendations for appropriate disciplinary action.

ARTICLE 26

PERFORMANCE APPRAISAL

- 26.01 The prime purpose of performance appraisal will be the increased effectiveness of personnel in improving instruction.
- 26.02 All performance appraisals of Teachers will be conducted openly. All performance appraisals, except for peer evaluations, of Teachers shall be conducted by the Teacher's immediate supervisor (in a school, the Principal) or supervisor's designate (in a school, the Vice-Principal) with the prior knowledge of the Teacher.
- 26.03 The Employer shall make the performance appraisal process available to all Teachers, in writing, at the beginning of each Academic Year.
- 26.04 When a formal performance appraisal of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate only that its contents have been read and understood.
- 26.05 An Employee has the right to make written comments to be attached to the formal assessment to correct any perceived inaccuracies in his/her performance appraisal.

26.06 Normally a Teacher performance appraisal will be completed not less than once every four (4) years. Notwithstanding the foregoing, probationary Teachers will have a performance appraisal in each of their probationary years. This Article shall not be interpreted as to limit in any way the scope of the Employer's powers in Article 18.06 to terminate the contract of employment of a probationary Teacher.

ARTICLE 27

DEFERRED SALARY LEAVE PLAN

- 27.01
- (1) The deferred salary leave plan enables Employees to take one (1) year of leave from the Public Service and to finance this leave through a deferral of Salary in previous years.
 - (2) Under this plan, participating Employees agree to defer a portion of their Salary for four (4) consecutive Academic Years and the Employer agrees to grant the Employee leave in the fifth year, and to use the amounts deferred in the previous four (4) years to pay the Employee's Salary during the period of the leave. Participation in the plan is subject to operational requirements.
 - (3) During the period of leave, Employees may engage in whatever activities they wish.
 - (4) The individual plan for each participating Employee is a six (6) Academic Year period consisting of the following:
 - (a) The first four consecutive years during which the Employee draws 80% of Salary earned in each of the four years and defers the remaining 20%;
 - (b) The fifth consecutive year in which the Employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
 - (c) The sixth consecutive year in which the Employee returns to employment with the Public Service of Nunavut for a minimum of one year.
 - (5) There is no maximum number of Employees allowed to enter the plan.
 - (6) Executive Directors ensure that approved leaves do not impair the future operation of their School Operations.
 - (7) Employees make written application to their Executive Director. Applications should state the proposed start of the Salary deferral and the proposed period of leave.
 - (8) The Executive Director reviews the application and the requirements of the School Operations and notifies the Employee and the respective Department of Finance, Pay and Benefits Officer at least six (6) weeks prior to the start of Salary Deferral.

- (9) Each participant will sign an agreement covering the details of the plan.
- (10) In each year of the plan preceding the period of the leave, the Employee will be paid 80% of the applicable Salary. The remaining 20% of Salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.
- (11) The deferred Salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be used to pay the participant during the period of leave.
 - (a) The money held in trust will be pooled with other Government funds and the Employee will be credited with the average rate of return on those funds.
 - (b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*.
 - (c) A statement of the individual's account will be provided at each anniversary of the plan.
- (12) During the period of leave, the participant shall receive, if on a one (1) year leave, one twenty-sixth (1/26) of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, Allowances or Salary.
- (13) Income tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- (14) During the first four (4) 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 Health Care Plan**, superannuation, supplementary death benefit, 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.
- (15) Upon return from leave, the Department will place the Employee in the position held at the commencement of the leave.
- (16) Returning Employees will have their qualifications re-assessed and placed on the appropriate pay scale.
- (17) The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred Salary plus earnings from the plan if the Employee dies or employment is otherwise terminated.
- (18) Where operational requirements would not be met if the Employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the Employee the choice of the following:

- (a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or
 - (b) deferring the period of leave to either the sixth or the seventh academic consecutive year or to some other mutually agreeable time.
- (19) Upon withdrawal from the plan the total in the account will be repaid to the Employee within 60 days from the notification of withdrawal.

ARTICLE 28

JOINT CONSULTATION

- 28.01 The parties acknowledge the mutual benefits of joint consultation. They will refer to joint consultation matters of common interest as mutually agreed.
- 28.02 (1) The President of the Association and the Assistant Deputy Minister of the Department of Education agree to meet quarterly, or more frequently if necessary in exceptional circumstances. By mutual agreement other persons, including persons from other departments of the Government of Nunavut, may be invited to attend the meeting to assist in the resolution of particular issues.
- (2) These meetings will consider issues that directly impact three (3) or more Teachers in the short or long term. These issues include, but are not limited to, organizational changes, major policy changes, impact of changes to the *Education Act* (including Regulations) and issues involving services to Teachers by other departments of the Government of Nunavut.

ARTICLE 29

INTELLECTUAL PROPERTY RIGHTS

- 29.01 An Employee who wishes to create or develop school curricula or school resources which are not on the Department of Education approved list of school curricula and resources, and/or use these school curricula or resources with students must seek permission from the Executive Director prior to developing and/or piloting such curricula or resources.
- 29.02 All school curricula, resources or material which are created or developed by an Employee during the course of the Employee's employment with the Employer shall, for all purposes, be the property of the Employer, unless there is another arrangement made in writing between the Employee and the Department of Education.

ARTICLE 30

PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS

- 30.01 Collective bargaining will start after January 1 of the year when this Agreement will terminate provided that:
- (1) The Association gives the Employer at least 30 days notice of its intention to enter into collective bargaining, or
 - (2) The Employer gives the Association at least 30 days notice of its intention to enter into collective bargaining.
- 30.02 When notice to enter into collective bargaining has been given by either party, then collective bargaining will start no later than 60 days following receipt of that notice.

ARTICLE 31

DURATION AND RENEWAL

- 31.01 This Agreement shall come into effect on the date of signing except where otherwise specifically provided.
- 31.02 This Agreement will remain in effect until the 30th day of June, 2017.
- 31.03 Notwithstanding 31.02, this Agreement may be amended by mutual consent.
- 31.04 Notwithstanding the preceding, the provisions of this Agreement shall remain in effect during the negotiations for its renewal.

SIGNED IN IQALUIT, NUNAVUT THIS _____ DAY OF _____, 2014.

For the Government of Nunavut:

For the Nunavut Teachers' Association:

The Honourable Keith Peterson
Minister Responsible for the
Public Service Act

Terry Young
President
Nunavut Teachers' Association

The Honourable Paul Quassa
Minister of Education

Susan Frenette

Rebecca Hainnu

Trudy Pettigrew

Heather Campbell

Paul Mooney

John Fanjoy

Thomas Ahlfors

Steven Campbell

Dianne Moebis

Debra Gray

Johan Glaudemanns

R James Kreuger

Alma Power

Emile Hatch, Chief Negotiator

Glenn Tait, Chief Negotiator

APPENDIX A

SALARY

(Effective July 1, 2013)

APPENDIX A1

TEACHERS' QUALIFICATIONS AND REMUNERATION

A1.01 Teachers are paid an annual Salary based on the Academic Year in accordance with verified qualifications and teaching experience.

A1.02 (1) Annual Salary is calculated on the basis of 195 sessional days for Teachers over a ten (10) month period.

The 195 sessional days include:

- (a) five (5) Professional Development days;
- (b) **days which are designated for orientation, administrative days, or In-service Training.**

The number of sessional days, Professional Development days, administrative days and In-service Training days may not exceed 195.

(2) Principals are required to work five (5) calendar days preceding the start of the school's Academic Year and up to two (2) days after the end of the school's Academic Year (provided this extended time does not go beyond June 30). The Principal shall be paid for the additional days, according to the provisions of Article 15.14. A Principal will only be compensated for those days actually worked.

A1.03 Teachers are paid in accordance with the Employer's bi-weekly pay system during the Academic Year.

Effective July 1, 2014 Article A1.03 shall be replaced with the following:

Teachers are paid in accordance with the Employer's bi-weekly pay system.

A1.04 Payment of Salary for the period at the end of the Academic Year will be made on the last day of duty; for resigning Teachers, an amount equivalent to one pay period will be held until termination of documentation is complete. Optionally, and with an advance notice to the Employer provided on or before April 1 of the Academic Year, Employees may have the balance of their Salary continue to be paid bi-weekly.

Effective July 1, 2014, Article A1.04 shall be deleted.

A1.05 **Teachers have the choice of having their cheques:**

- (a) **delivered to them in sealed envelopes; or**

(b) deposited through direct deposit to the bank of their choice in Canada. Teachers who have direct deposit will have their pay stubs delivered to them in sealed envelopes.

A1.06 A part-time Teacher will be paid in accordance with verified qualifications and teaching experience as shown in Appendix "C". The amount will be pro-rated according to time actually spent on duty.

A1.07 A Teacher who does not have the minimum qualifications specified for Level 1 of the salary schedule will be paid at the minimum rate of Level 1.

This does not apply to Inuit Language and Cultural Specialists. An Inuit Language and Cultural Specialist who does not have the minimum qualifications specified for Level A of the salary schedule will be paid at the minimum rate of Level A.

A1.08 No Employee will lose Salary because of an appointment to a position in a community where a revised Academic Year is in effect.

A1.09 (1) An Inuit Language and Cultural Specialist Substitute Teacher will be paid the daily rate of \$177.00.

All other Substitute Teachers will be paid the daily rate of \$184.00.

(2) A person who holds no teaching qualification and is hired to perform the duties of a Substitute Teacher will be paid the daily rate of \$138.00.

(3) Substitute Teachers assigned to the duties of a particular Teacher for a period of over five consecutive teaching days will be paid a Salary in accordance with their qualifications for teaching experience.

The amount is specified in the articles of this Agreement relating to teaching qualifications and teaching experience.

This is retroactive to the first day of assignment of the duties.

A1.10 (1) If retroactive deductions are necessary, no continuing Employee will have over 10% of gross earnings deducted per pay period. Upon request, an explanation will be provided by the Employer in a timely manner.

This Clause does not apply to deductions as a result of a Teacher being absent without leave or being on leave without pay.

(2) Teachers who do not receive a pay cheque on their normal pay day will receive a Salary advance equal to their regular net pay in lieu of the pay cheque. The Salary advance will be received on the Teachers' normal pay day.

A1.11 The Employer is not responsible if cheques or pay stubs are delayed due to inclement weather provided the Employer takes all reasonable steps to minimize the inconvenience to Employees.

APPENDIX A2

QUALIFICATIONS

- A2.01 (1) Level A - Inuit Language and Cultural Specialists certification.
- (2) Level 1- One (1) year of teacher education.
- (3) Level 2 - Two (2) years of teacher education.
- (4) Level 3 - Three (3) years of teacher education.
- (5) Level 4 - Four (4) years of teacher education which includes at least one degree.
- (6) Level 5 - Five (5) years of teacher education which includes at least one degree.
- (7) Level 6 - Six (6) years of teacher education which includes at least one **degree.**
- A2.02** For Article A2.01, "teacher education" refers to years of post-secondary training. It must include one (1) year of study leading to the granting of a recognized teaching certificate. It may also include successfully completed years of university study up to a maximum of six (6) years.
- A2.03 **Within sixty (60) days of becoming an employee under Article 11.02,** the Teacher shall submit proof of qualifications, for certification purposes, to the **Registrar of the Nunavut Education Qualification Service.**
- A2.04 A Teacher employed for 15 or more consecutive days will be placed at the appropriate step of the salary grid retroactive to the date the duties started.
- The Allowance provided for in Appendix A4 is also retroactive to the date the duties started.
- The Teacher is responsible for providing verification of qualifications and teaching experience.
- A2.05 (1) The Registrar or designate will evaluate a Teacher's qualifications for Salary purposes.
- (2) If a Teacher disagrees with the Salary placement, the Nunavut Education Qualification Service is used to determine placement.
- (3) A Teacher who has acquired additional education and is requesting a re-evaluation is responsible for notifying the Registrar in writing with appropriate documentation.
- (4) The Registrar advises the Teacher and the Executive Director who then advises the Department of Finance of the placement. The Department of Finance takes appropriate pay action.

- (5) The effective date of any adjustment to salaries for increased teacher education is the date the Registrar receives the notice referred to in Article A2.05(3).
- A2.06 Original documents or official validated copies are necessary as proof of qualifications.
- A2.07 Teachers being paid at Levels 4, 5 or 6 when this Agreement is implemented will continue to be paid within their appropriate pay level until their academic qualifications meet the requirements of a higher level.
- A2.08 The requirement for a degree in Levels 4 and 5 do not apply to Teachers of a vocational program who are granted credit for a journeyman's standing by an accredited Canadian teachers training institution and who hold a valid vocational teaching certificate.

APPENDIX A3

EXPERIENCE INCREMENTS

- A3.01 (1) A Teacher is granted one (1) experience increment for each year of teaching experience in Canada or comparable experience elsewhere.
- A year of teaching experience consists of:
- (a) any combination of teaching experience totaling 200 sessional **days**;
 - (b) a minimum of 150 teaching days in a single Academic Year;
 - (c) an accumulation, subject to Article A3.03, of pro-rated part-time days which total to the equivalent of 200 sessional days; **or**
 - (d) a year of teaching experience as certified by a previous Employer.
- (2) A Teacher may not claim more than one (1) experience increment on the basis of Article A3.01(1)(b).
- (3) A Teacher is entitled to an experience increment earned under Article A3.01(1)(a) as soon as it is earned, provided it has not already been claimed in Article A3.01(1)(b).
- A3.02 **Within sixty (60) days of becoming an employee under Article 11.02**, the Teacher shall submit proof of previous teaching experience to the Registrar appointed **under the Education Act**.
- A3.03 Teaching experience is experience of at least 15 consecutive teaching days as a Teacher, Contract Teacher or Substitute Teacher.
- A3.04 A Teacher who is on loan to another teaching program sponsored by the Government of Nunavut for teaching duties will be given experience credit equal to the period of each stay for the purpose of calculating annual increments.

A3.05 A Teacher will not be granted more than one (1) experience increment for credit granted for educational leave.

A3.06 (1) Teachers in the following positions are granted experience increments for service directly related to the subject area in which the Teacher is employed:

- (a) Industrial Arts - experience gained as a Journeyman in a trade directly related to the teaching assignment;
- (b) Home Economics - experience gained as a working home economist specializing in home management, food and nutrition, or fashions;
- (c) Library - experience gained as a librarian in a public library (or a comparable position) will be evaluated by the Employer. If the experience is considered appropriate to the teaching situation, the Librarian is granted appropriate experience increments.

(2) Each year of related experience attained after qualification of Journeyman, Home Economist or Librarian, is regarded as a year teaching experience up to a maximum of five (5) years experience increments.

(3) Notwithstanding Article A3.06(2), Vocational Teachers employed in Vocational Programs are granted experience increments in addition to those provided by Articles A3.06(1) and A3.06(2).

The experience increments are calculated as one (1) year's teaching experience for each two (2) years' experience as a Journeyman, to the maximum increment level of the appropriate Salary class.

A3.07 (1) Teachers are granted experience increments for previous experience as a Student Support Assistant.

The experience increment is one (1) year of teaching experience for every two years of Student Support Assistant experience, subsequent to completion of the Student Support Assistant Training Course. This is for placement on all levels to a maximum of five (5) increments.

(2) A Public Service Employee appointed to an Inuit Language and Cultural Specialist position is placed on the salary schedule in the applicable qualification level not less than the salary earned before the appointment.

APPENDIX A4

ALLOWANCES

Principal's Allowance

A4.01 A Principal is paid an Allowance for administrative and supervisory responsibilities as **follows**:

- (1) \$5,545.00 basic, plus \$554.00 per Teacher for the first five (5) Teachers, \$332.00 per Teacher thereafter; and \$139.00 per Student Support Assistants and School Community Counsellors to a maximum of \$17,765.00.

Vice-Principal's Allowance

A4.02 A Vice-Principal is paid an Allowance for administrative and supervisory responsibilities at an annual rate equal to one-half (1/2) of the Principal's Allowance in Article A4.01.

Inuit Language Allowances

A4.03 (1) Teachers who demonstrate proficiency in, and use the Inuit language in activities related to their teaching will receive one of the following levels of Language Allowance:

(a) Level 1 - \$1,200.00 (per year)

The Teacher must successfully complete a test provided and invigilated by the Employer, or designate, designed to determine a level of proficiency in the Inuit language that would provide for:

- (i) limited classroom communication with students;
- (ii) limited communication with parents; and
- (iii) limited general communication both within the school and community.

(b) Level 2 - \$2,400.00 (per year)

The Teacher must successfully complete a test provided and invigilated by the Employer, or designate, designed to determine a level of proficiency in the Inuit language that would provide for:

- (i) the use of written and oral language as required in professional training;
- (ii) the use of written and oral language required in classroom teaching of predominately language and culture programs;
- (iii) the use of written and oral language required in Parent-Teacher interviews;
- (iv) the use of written and oral language required in extra-curricular activities; and
- (v) the use of written and oral language required in general school and community relations.

(c) Level 3 - \$5,000.00 (per year)

The Teacher must successfully complete a test provided and invigilated by the Employer or designate, designed to determine a level of proficiency in the Inuit language that would provide for:

- (i) all requirements of both Level 1 and Level 2 above;
- (ii) the use of written and oral language required in a teaching assignment that involves a range of programs in subject areas

- that may incorporate but are beyond language and culture;
- (iii) the use of written and oral language required in consulting with other Teachers regarding the delivery of a range of programs in subject areas that incorporate but are beyond language and culture; and
- (iv) the development of curriculum and associated program materials and resource materials in the Inuit language.

Inuit Language and Cultural Specialists are not eligible to receive a Level 3 Language Allowance. Notwithstanding the description of Levels 1, 2 and 3 above, these points are not all inclusive.

- (2) A Teacher shall be tested for the Language Allowance upon request on initial hire. Any Teacher who subsequently successfully completes the test for the next level of Language Allowance shall have that Allowance become effective:
 - (a) on January 1 for tests completed prior to November 15 in the same school year; or
 - (b) at the start of the next school year for tests completed after November 15.
- (3) Notwithstanding any other provision of this Article A4.04, all Teachers receiving a Language Allowance during the 1999-2000 school year shall be entitled to retain such Allowance at the rate of \$3,615.00 per year, unless they successfully complete the test for a Level, which provides for a greater Allowance.

Teacher Consultant's and Teacher Instructor's Allowance

- A4.04** (1) In addition to Salary and other Allowances, the following positions will receive these Allowances:
- (a) Teacher Consultants: \$4,008.00
 - (b) Teacher Education Instructors: \$3,325.00
 - (c) Teacher Education Coordinators: \$3,752.00
- (2) Teacher Consultants, Teacher Education Instructors, and Teacher Education Coordinators appointed from within the system, who leave the position, will be offered a position comparable to the one held before the appointment, if a comparable position is available.

Program Development Specialists

- A4.05** (1) A Teacher appointed as a Program Development Specialist is paid an Allowance of \$1,758.00 a year in addition to Salary and other Allowances.
- (2) A Program Development Specialist who leaves the position will be offered a position comparable to the one held before the appointment.

Acting Duties Allowance

A4.06 A Teacher assigned temporarily to the duties of a Principal will be granted the Allowance appropriate to the duties effective the date of assignment.

Limitation

A4.07 A Teacher will not be paid more than one (1) of the Allowances in Articles A4.01, A4.02, A4.04, A4.05, A4.06.

Direction of Teacher Trainee Allowance

A4.08 Teachers are paid \$20.00 a day for each teacher trainee under their direction. To obtain this payment, the Teacher must submit a list of teacher trainees under his/her direction and the days of teacher trainee direction to the Executive Director. This list must be approved by the Teacher's Principal **and the Executive Director**.

APPENDIX B1

NUNAVUT NORTHERN ALLOWANCE

B1.01 A Nunavut Northern Allowance will be paid to every Employee, based upon the community in which they are employed, in accordance with this article.

- (1) The annual rate of Nunavut Northern Allowance is set out in the schedule below and is calculated on the basis of a Teacher working 195 sessional days over a ten (10) month period. Teachers will be paid the Allowance in accordance with the Employer's bi-weekly pay system during the Academic Year. Payment of the Northern Allowance for the period at the end of the Academic Year will be on the same basis as normal Salary.
- (2) The Nunavut Northern Allowance for part-time Teachers, Substitute Teachers and Teachers who do not work a complete Academic Year will be pro-rated.
- (3) Indeterminate Teachers have the option to receive the Nunavut Northern Allowance as a lump sum after it has been earned. Employees who wish to receive the Nunavut Northern Allowance in this manner must notify the Employer by completing and submitting an *Application for Lump Sum Option* annually at the beginning of the Academic Year by a specified application deadline date.

All accumulations under this option will be paid out to the Employee in the first pay following the Employer's Fiscal Year end of March 31. For the remaining pays of the Academic Year the Nunavut Northern Allowance will be paid in bi-weekly amounts.

By providing a written ten (10) day notice to Payroll, the Employee may request once prior to the Fiscal Year end, to have the full amount of the Allowance accumulated up to the last payroll closest to the date of the request paid out in the Employee's biweekly pay. All further accumulations are paid out as above, following the Fiscal Year end of the Employer.

Employees who terminate and have Nunavut Northern Allowance accumulations will have the amount accumulated paid out in their final pay.

B1.02 The annual rates for Nunavut Northern Allowance (**effective July 1, 2013**) are as follows:

NUNAVUT NORTHERN ALLOWANCE

Community	
Arctic Bay/Nanisivik	\$25,453
Arviat	\$21,113
Baker Lake	\$24,381
Cambridge Bay	\$19,716
Cape Dorset	\$20,980
Chesterfield Inlet	\$23,147
Clyde River	\$22,978
Coral Harbour	\$23,292
Gjoa Haven	\$26,345
Grise Fiord	\$34,455
Hall Beach	\$23,561
Igloolik	\$22,579
Iqaluit	\$15,016
Kimmitut	\$19,122
Kugaaruk	\$26,639
Kugluktuk	\$22,042
Pangnirtung	\$19,077
Pond Inlet	\$24,214
Qikiqtarjuaq	\$22,638
Rankin Inlet	\$18,517
Repulse Bay	\$21,894
Resolute Bay	\$28,477
Sanikiluaq	\$20,293
Taloyoak	\$30,424
Whale Cove	\$21,564

APPENDIX B2

RELOCATION POLICY

INTRODUCTION

- B2.01 The Government of Nunavut (GN) will, in accordance with this policy, provide financial relocation assistance to Employees and their Dependants on initial recruitment, relocation or termination of employment.
- B2.02 Financial assistance will, in accordance with this policy, be provided for shipment of personal Effects, long-term storage arrangements and personal travel expenses.

APPLICATION

- B2.03 This policy applies to all Employees of the Bargaining Unit except casual Employees. Employees are only eligible for relocation assistance if their community of employment, at the time of termination, is different from their point of recruitment. There will only be one (1) entitlement per family unit.

DEFINITIONS

- B2.04 “Deputy Head” means the **Deputy Minister responsible for the Public Service Act**, where specified, and in all other instances means the Deputy Minister, or equivalent, of the Employee’s department of employment.
- B2.05 “An Employee without Dependants” is an Employee with whom no Dependants reside in the same residence.
- B.206 “Excess Baggage” means baggage an Employee is expected to bring with them at the time of relocation to their community of employment.
- B2.07 “Effects” include the furniture, household goods, equipment and personal belongings of an Employee and his/her Dependant at the time of his/her initial hire move but do not include automobiles, boats, motorcycles, trailers, animals, **animal food and supplies**, all-terrain vehicles, snowmobiles or foodstuffs. Where a continuing Employee is moved from one community to another within Nunavut he/she may include in his/her Effects all-terrain vehicles, snowmobiles and foodstuffs but in all cases the Effects shall not exceed the maximum weight entitlements set out in Appendix B2.
- B2.08 “Moving Company” is defined as the company contracted by the Employer to move an Employee’s personal Effects.
- B2.09 “Storage Company” is defined as the company contracted by the Employer to provide long-term storage services.
- B2.10 “Relocation Coordinator” is a GN officer designated to administer relocations.

B2.11 "Relocation Assistance" means financial assistance provided to an Employee to assist him/her in coordinating and arranging for his/her move.

INITIAL HIRE OR RELOCATION GUIDELINES

B2.12 The Relocation Coordinator is responsible for the co-ordination of all relocation arrangements. There will be no reimbursement for any relocation made without the prior approval of the Relocation Coordinator.

B2.13 Upon initial hire, for all appointments of greater than one (1) year in duration, where the Employer determines that furnished accommodation is available, the Employee will be entitled to the weight entitlement as set out in Schedule 2.

B2.14 Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner.

Travel

B2.15 Transportation of the Employee and Dependants will be by the most economical means from the point of recruitment.

Accommodation

B2.16 Compensation will be provided for commercial accommodation, as arranged by the Department of Education, for the Employee, or the Employee and his/her Dependants, while in direct travel status to the place of employment, for a maximum of three (3) days at the most economical rates.

B2.17 At destination, compensation for interim commercial lodgings will be provided for the Employee, or the Employee and his/her Dependants, while awaiting the arrival of furniture and/or Effects, and/or the availability of accommodation, for up to 21 days. Interim accommodation at a private home in Nunavut will be compensated for at \$75.00 per day for the Employee, with an additional \$5.00 per day for each Dependant. Interim accommodation at a private home outside of Nunavut will be compensated for at \$50.00 per day for the Employee, with an additional \$5.00 per day for each dependant.

In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture and/or Effects or availability of accommodation.

Meals and Incidentals

B2.18 Expenses for meals and incidentals will be provided for the Employee and his/her spouse, plus an amount equal to one-half (1/2) the full rate for other Dependants while on travel status:

- (1) en route to the new employment location, for a maximum of three (3) days;
- (2) for any eligible period of interim accommodation; and
- (3) while awaiting the arrival of necessary furniture and/or necessary Effects,

and/or the availability of accommodation; in accordance with entitlements under the Duty Travel Appendix B3, for up to 21 days. For the purposes of this article, necessary furniture and necessary Effects are limited solely to the following items: Effects: linens, towels, pillows, shower curtains, toiletries, appropriate clothing, kitchenware (i.e. dishes, utensils, pots and pans, etc.) Furniture: bed, kitchen table, chairs.

- (4) Employees must demonstrate that efforts were made to include necessary Effects in their excess baggage in order to qualify for the meals and incidentals entitlement contained in Article B2.18(3).

B2.19 In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture and/or Effects or availability of accommodation.

Cancellation of Rental Agreement

B2.20 Indeterminate Employees and Term Employees will be entitled, both on initial and subsequent moves, to the cost of breaking rental agreements or leases for residential accommodation, including other related cancellation fees, to a maximum amount equal to three months' rent **upon the provision of documentation satisfactory to the Employer.**

Duplicate Costs

B2.21 For any Indeterminate Employee or Term Employee who has accepted employment with the GN, and who has been paying for both his/her old and new places of residence, **upon the provision of documentation satisfactory to the Employer**, duplicate costs will be reimbursed up to a maximum of three (3) months, for the lesser amount of:

- (1) the monthly mortgage payment on the old residence; or
- (2) the monthly rental/mortgage payment on the new residence.

Real Estate Costs

B2.22 An Indeterminate Employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an Employee of GN may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one (1) year of the date the Employee was authorized to transfer.

Food and Transportation Assistance

B2.23 Indeterminate Employees, or Term Employees appointed for a term of one (1) year or more, who are newly appointed or **are relocated** for the first time **from one community in Nunavut to another** will be given a recoverable allowance, up to a maximum of \$5,000.00 per family unit. **Employees shall only receive this allowance once.**

Repayment

B2.24 Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment in the GN or 12 months, whichever is less.

Incidental Expenses

B2.25 For all Employees claiming expenses under this article, the following reimbursements will apply upon presentation of receipts:

- (1) long distance phone calls or faxes associated with the move;
- (2) an award of \$250.00 to an Employee moving into unfurnished accommodation;
- (3) an award of \$125.00 to an Employee moving into furnished accommodation;
- (4) temporary storage of Effects pending availability of accommodation when pre-authorized by the GN; and/or
- (5) taxi fares related to the move.

Personal Effects and Weight Allotments

B2.26 Excess baggage to a maximum of six (6) pieces not more than 23 kg (50 lbs) each for the Employee and two (2) pieces not more than 23 kg (50 lbs) each for each Dependant where:

- (1) Effects are moved separately by a slower method of transportation;
- (2) no other expenses are paid for the movement of these Effects; and
- (3) the amount referred to in B2.26 is in addition to eligible weight identified in Schedules 1, 2 and 3 of Appendix B2.

B2.27 The following maximum weight entitlements apply for all appointments of less than one (1) year in duration. When available, only furnished accommodation will be made available with the additional option of long-term storage provisions. (see Schedule 1)

B2.28 For all appointments of one (1) year or more in duration, moving to furnished accommodation, the following maximum weight entitlements apply: (see Schedule 2).

B2.29 For all appointments of one (1) year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Schedule 3).

B2.30 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 (1) shipment. In these cases, extensions are subject to the approval of the **Executive Director** or designate.

LONG-TERM STORAGE PROVISIONS

- B2.31 Long-term storage benefits will be made available to Indeterminate and Term Employees for the length of the appointment, or three (3) years, whichever is less.
- B2.32 An Employee of the GN who relocates to a new community or accepts a change in appointment to indeterminate status with the GN, and continues to lease furnished accommodations will be entitled to a renewal of the long-term storage benefit provision, for the length of his/her new appointment or three (3) years, whichever is less.
- B2.33 An Employee of the GN, who moves to unfurnished accommodations in a new community and is presently in receipt of long-term storage benefits, will be entitled to the relocation of his/her Effects out of storage and to his/her new accommodation at GN expense, subject to the maximum amounts set out in this policy.
- B2.34 Early termination of term appointments or resignation will result in the cancellation of long-term storage agreements after a period of 30 days.
- B2.35 Extensions of the maximum three (3) year, long-term storage provision will only be considered for exceptional reasons and must be approved by the Deputy Head.
- B2.36 The Employee will be responsible for payment of insurance costs for long-term storage provisions.
- B2.37 Any costs associated with the relocation of furniture and Effects from long-term storage will be the Employee's responsibility.
- B2.38 The Relocation Coordinator will provide the storage company and the Employee with a written notice, 30 days in advance of the expiry of a long-term storage contract.
- B2.39 The maximum weight the Employee will be entitled to put into storage at the GN's cost will be 9,000 pounds (4,082 kgs). The GN will not pay any storage costs for any automobile, motor home, boat, airplane, other motorized vehicle or any item, which would not be considered a personal effect.

RELOCATION ON TERMINATION

- B2.40 Relocation assistance on termination provides Employees who terminate their employment with the GN with financial relocation assistance to move themselves and their Dependants, if applicable, and their Effects, from their community of residence.

Indeterminate Employees

- B2.41 On termination, an Indeterminate **Employee will** be provided financial assistance in a lump sum on a percentage basis for years of completed service, as defined in Schedule 6.

These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Schedule 4.

The lump sum payment entitlement will be issued to the Employee **no later than forty-five (45) days after the last sessional day**.

Term Employees

B2.42 On termination, a Term **Employee will** be provided financial assistance in a lump sum at 100% of the applicable Schedule 5 amount.

The lump sum payment entitlement will be issued to the Employee **no later than forty-five (45) days after the last sessional day** of the Employee's term.

GUIDELINES

- B2.43 To be eligible for this assistance, an Employee who terminates employment with the GN must certify his/her intention to leave his/her community of employment within 30 days from the date of termination or any longer period that is approved by the Deputy Head up to a maximum of one (1) year from the date of termination.
- B2.44 An Employee who is dismissed or declared to have abandoned his/her position is not eligible for relocation assistance.
- B2.45 The estate of a deceased Employee is eligible for 100% relocation assistance, depending upon the Employee's accommodation, number of Dependants and Employee status. The cost of shipping the body will also be reimbursed by the GN, and will be in addition to the deceased Employee's allowable relocation assistance.
- B2.46 An Employee who has resigned without giving adequate notice as provided in Article 18.13(1) of this Agreement will not be entitled to any relocation assistance from the Employer.
- B2.47 An Employee who receives, directly or indirectly, relocation assistance from any other source will not be eligible for relocation assistance in accordance with this policy.
- B2.48 Payments in accordance with this policy will be in the form of a cheque from the GN.
- B2.49 The Employee will be responsible for making all moving and travel arrangements and for paying for his/her move on termination.
- B2.50 The Employee will be responsible for providing required notices to terminate leased accommodation to the appropriate landlord or property administrator of his/her accommodation and shall provide a copy to the Relocation Coordinator.

Schedule 1

Relocation In - Eligible Weight Entitlements
Term Employees Appointed For Periods of Less Than One (1) Year
Furnished or Unfurnished Accommodation

Family Status	Eligible Weight
Without Dependants	91 kgs (200 lbs) per month of service contracted, to maximum of 680 kgs (1,500 lbs)
With Dependants	227 kgs (500 lbs) per month of service contracted, to maximum of 1,814 kgs (4,000 lbs)

Schedule 2

Relocation In - Eligible Weight Entitlements
Indeterminate and Term Employees
Appointed For Periods Of One (1) Year Or More
Furnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Furnished	680 kgs (1,500 lbs)
With Dependants	Furnished	1,814 kgs (4,000 lbs)

Schedule 3

Relocation In - Eligible Weight Entitlements
Indeterminate And Term Employees
Appointed For Periods Of One (1) Year Or More
Unfurnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Unfurnished	1,814 kgs (4,000 lbs)
With one Dependant	Unfurnished	2,721 kgs.(6,000 lbs)
With two Dependants	Unfurnished	3,175 kgs (7,000 lbs)
With three Dependants	Unfurnished	3,628 kgs (8,000 lbs)
With four or more Dependants	Unfurnished	4,082 kgs (9,000 lbs)

Schedule 4

Relocation Out Reimbursement Schedule
Maximum Relocation Allowance
Indeterminate Employees
Unfurnished and Furnished Accommodation

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

Schedule 5

Relocation Out Reimbursement Schedule Maximum Relocation Allowance Term Employees Unfurnished and Furnished Accommodation

Region	(a) Unfurnished Without Dependants	(b) Unfurnished With Dependants	(c) Furnished Without Dependants	(d) Furnished With Dependants
<u>Qikiqtani</u>				
Arctic Bay	\$6,215	\$10,359	\$4,662	\$7,769
Cape Dorset	5,797	9,662	4,348	7,247
Clyde River	6,793	11,322	5,095	8,492
Grise Fiord	7,979	13,298	5,984	9,974
Hall Beach	6,175	10,292	4,631	7,719
Igloolik	6,175	10,292	4,631	7,719
Iqaluit	4,628	7,713	3,471	5,785
Kimmirut	5,049	8,415	3,787	6,311
Pangnirtung	5,533	9,221	4,149	6,916
Pond Inlet	7,549	12,582	5,662	9,437
Qikiqtarjuaq	6,032	10,053	4,524	7,540
Resolute	6,253	10,422	4,690	7,817
Sanikiluaq	3,734	6,224	2,801	4,668
<u>Kivalliq</u>				
Arviat	3,864	6,440	2,898	4,830
Baker Lake	5,314	8,856	3,985	6,642
Chesterfield Inlet	4,496	7,493	3,372	5,620
Coral Harbour	5,992	9,986	4,494	7,490
Rankin Inlet	3,886	6,476	2,914	4,857
Repulse Bay	5,992	9,986	4,494	7,490
Whale Cove	4,458	7,430	3,344	5,573
<u>Kitikmeot</u>				
Cambridge Bay	3,767	6,278	2,825	4,709
Gjoa Haven	6,016	10,026	4,512	7,520
Kugaaruk	6,701	11,169	5,026	8,377
Kugluktuk	3,724	6,206	2,793	4,655
Taloyoak	6,415	10,692	4,811	8,019

Schedule 6

Relocation Out Allowance
Eligibility Percentages
Indeterminate Employees

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

Footnotes:

1. Teachers who complete a full Academic Year are considered to have served 12 months.
2. Term Employees are entitled to 100% of Schedule 5.

APPENDIX B3

DUTY TRAVEL

B3.01 An Employee who is authorized to travel on Government business will be reimbursed for reasonable expenses incurred.

Entitlement

B3.02 Entitlements are subject to limitations in Articles B3.05, B3.07, and B3.08.

If the expenses for meals, lodging and other items cannot be kept within the entitlements in this article, the claimant must explain the circumstances on the claim and justify actual expenses by receipts.

Transportation

B3.03 The cost of transportation is authorized as follows:

- (1) economy air (Employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);

- (2) privately owned car (refer to Articles B3.10 to B3.15);
- (3) chartered aircraft;
- (4) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles must ensure that there is insurance against all liability.

Accommodation

B3.04 (1) Commercial accommodation up to 18 calendar days

Employees will be reimbursed for actual costs of authorized accommodation. Where possible, Employees must use hotels which provide special rates for Government Employees.

When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is to be at the Government agreed rates.

Commercial accommodation expenses must be accompanied by receipts.

(2) Accommodation for periods in excess of 18 calendar days

Normally the Employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged before the start of travel or shortly after arrival.

(3) Non-Commercial Accommodation

Employees who make private arrangements for overnight accommodation may claim \$50.00 for each night outside Nunavut and \$75.00 for each night within Nunavut.

(4) Government Accommodation

Employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. These Employees are not entitled to the non-commercial accommodation allowance in Article B3.04(3). They are financially responsible for any damage. They do not have to pay rent if they receive a private accommodation allowance or are paying rent at their usual place of residence.

Meals and Incidental Expenses

B3.05 (1) Expenses claimed under this heading are for the cost of meals consumed and for incidental expenses such as tips, etc.

Teachers on duty travel up to 18 calendar days are entitled to be paid a per diem. An Employee in travel status for a part day only may claim the following:

- (a) Breakfast
- (b) Lunch

- (c) Dinner
- (d) Incidentals

Meals provided as part of the cost of transportation, cannot be claimed.

These rates are identical to Federal Treasury Board Duty Travel Rates and will be adjusted as the Federal rates are changed.

Note: Employees are reimbursed for the actual expense incurred if the actual cost of meals and services exceeds the maximum allowance, the reason for this excess can be justified, and the expenses are supported by receipts. The cost of meals is not to be included on hotel bill. If receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (2) Except in communities where housekeeping units or reasonable room and board are not available, the maximum amount claimable for meals shall be reduced to \$20.00 per day inclusive for all days in excess of 18 calendar days.
- (3) Employees are not considered to be "in travel status" if they are appointed to the establishment of one head-quarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (4) Where the return trip is made in one (1) day, only meals are reimbursed.

B3.06 Employees may be reimbursed for:

- (1) Long distance calls of an official nature providing that an explanation is provided.

Employees who must remain away from home over a weekend after being on continuous travel status for two (2) or more days, are reimbursed for a personal long distance call of up to ten (10) minutes. This must be supported by receipts where available.
- (2) Baggage - for storage and excess baggage charges in the performance of duty if a satisfactory explanation is provided;
- (3) Taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis are not authorized for repeated trips between the same place if convenient public transportation is available.
- (4) Laundry - after two (2) consecutive days on duty travel, a maximum of \$3.00 per day for each subsequent day supported by receipts in all cases;
- (5) Local phone calls for business purposes;
- (6) Payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.
- (7) Child care expenses – Employees may be reimbursed a maximum of \$45.00 a day per child upon provision of receipts. This applies if the Employee, due to

the requirement to travel on behalf of the Employer, has child care expenses which exceed those which would have normally been incurred.

Limitations

- B3.07 Notwithstanding Article B3.06(6), no item of "other expenses" or transportation over \$8.00 will be reimbursed without a receipt.
- B3.08 The following expenses are not allowed:
- (1) Purchases of briefcases, fountain pens, tools, laptops, cellphones or computers;
 - (2) Rental of television or radio receiving sets, unless included in lodging charges;
 - (3) Purchases of a personal nature, such as baggage, clothing etc.;
 - (4) Subject to Article B3.06(1), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
 - (5) Expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
 - (6) Any losses of money or of personal belongings.

Procedure

- B3.09
- (1) The Employer authorizes duty travel by signing the Travel Authorization and Expense Claim form before the start of the trip.
 - (2) The form must be submitted as a request for an advance of travel expenses if an advance is required.
 - (3) All requests for advances should be submitted at least three (3) working days before the trip.
 - (4) The form will be returned to the claimant with the cheque for the advance.
 - (5) Within ten (10) days of completing the trip, the Employee must submit a claim for expenses on the pre-authorized form. A personal cheque to cover any amount by which the travel advance exceeds the total of the claim must be attached.
 - (6) Employees may have only one (1) travel advance outstanding at any one time, unless circumstances indicate the need for two (2). Failure to comply with this will result in automatic payroll deductions being initiated for the total amount of the advance.

Travel by Privately Owned Car

- B3.10
- (1) The Employer will reimburse an Employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.

- (2) The use of a privately owned car will not be authorized if, because of the additional time involved, commercial transportation would be more reasonable and practicable.
- (3) Reimbursement is limited to the commercial cost if the total cost of the trip, including meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means.

Entitlements

B3.11 Subject to Articles B3.13 and B3.14, the following are provided:

- (1) where the use of a privately owned car is authorized, **an allowance equal to the allowance per kilometre provided by the National Joint Council.**
- (2) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (3) other travel expenses where applicable.

B3.12 At the Employee's Normal Place of Duty - Employees required to use their car extensively on Government business at their normal place of duty when a Government vehicle is not available, may be paid an allowance to suit the circumstances.

Limitations

B3.13 The following limitations apply:

- (1) persons not covered by personal insurance are not authorized to use a private car on Government business;
- (2) the Government will not pay for any additional insurance required on the Employee's car because it is used on Government business;
- (3) the distance allowance for en route travel is calculated on the generally accepted kilometres for the most direct route.
- (4) no additional distance allowance will be paid if other Employees on duty are carried as passengers.

B3.14 The Employer will not pay any claims for damage, loss or liability incurred by an Employee while driving an automobile on Government business other than those claimed under the *Workers' Compensation Act*.

Procedure

- B3.15 (1) The Employer will authorize the distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim is:
 - (a) completed by the Employee;
 - (b) supported by receipts for lodging, etc. (where applicable);

- (c) shows separately details of:
 - (i) en route kilometers;
 - (ii) business kilometers (if any) in lieu of taxis at destination;
- (d) submitted to the Employer for approval and payment.

Headquarters Travel

B3.16 The Employer will reimburse Employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

Entitlement

B3.17 Subject to the Employer's approval, payment may be made for transportation in the Employee's headquarters area in the following circumstances:

- (1) for a taxi between home and place of duty. The Employee must be required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use the normal way of getting to and from work;
- (2) where transportation is necessary for reasons such as bulky documents or because of the time factor. The transportation must be the most economical under the circumstances.

B3.18 If a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as in Article B3.12.

Limitations

B3.19 Except with the prior approval of the Employer, no payment is made for daily transportation expenses within a headquarters area between the Employee's home and place of duty.

APPENDIX B4

DENTAL PLAN

B4.01 The Employer agrees to continue the past practice with respect to participation in the Dental Plan unless there is mutual agreement between the parties to change the practice or the Plan.

The Employer shall provide, at no cost to the Employees, a dental plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement.

Deductions per benefit year to decrease to as follows:

- (1) For single coverage, \$15.00 per benefit year.
- (2) For family coverage, \$30.00 per benefit year;

- (3) Periodontal reimbursement to 60%;
- (4) "Major Dental Services" category reimbursement to 60%;
- (5) Annual maximum reimbursement (excluding orthodontic services), \$1,200.00 per benefit year.

For additional details, contact the Regional Pay and Benefit Office, Department of Finance.

APPENDIX B5

INDEMNITY FOR ACCIDENTAL DEATH AND DISMEMBERMENT

B5.01 The Government of Nunavut agrees to provide, as an Employee benefit, a group insurance policy, which provides its Employees with an indemnity for accidental death and dismemberment.

Eligibility

All persons employed in the Public Service of Nunavut are eligible to receive this benefit.

Entitlements

The policy provides a principal sum of \$175,000.00.

In the event that any of the following losses are sustained solely through accidental means, the following benefits will be paid, provided that the loss occurs within 365 days after the date of the accident.

Life	100 percent
Both Hands	100 percent
Both Feet	100 percent
Entire Sight of Both Eyes	100 percent
Speech and Hearing	100 percent
Quadriplegia	100 percent
One Hand and One Foot	100 percent
One Hand and Entire Sight of One Eye	100 percent
One Foot and Entire Sight of One Eye	100 percent
Paraplegia	75 percent
One Arm	75 percent
One Leg	75 percent
Speech or Hearing	50 percent
Hemiplegia	50 percent
One Hand	50 percent
One Foot	50 percent
Entire Sight of One Eye	50 percent
Thumb and Index Finger	25 percent

Premiums

This benefit is provided at no cost to Employees.

Conditions

“Loss” as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to speech means complete and irrevocable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrevocable loss of hearing in both ears; and as used with reference to quadriplegia, paraplegia and hemiplegia means complete and irreversible paralysis of such limbs. Indemnity provided under this policy will not be paid under any circumstances, for more than one of the losses, the greatest, sustained by any one Employee as the result of any one accident.

This benefit will apply to injury sustained by an Employee anywhere in the world while on the business of the Employer and during the course of any bona fide trip made by the Employee including incidental personal travel connected therewith. Such trip shall be deemed to have commenced when the Employee leaves his/her residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever first occurs.

The term “while on the business of the Employer” as used herein means while on assignment by or at the direction of the Employer for the purpose of furthering the business of the Employer. Injury sustained during the course of everyday travel to and from work and bona fide leaves of absence or vacation shall not be deemed to be sustained while on the business of the Employer.

Where an Employee proceeding on duty travel wishes to act as pilot or crew member, either while flying his/her own aircraft or a “dry” charter, certain approvals must be obtained prior to the flight in order to ensure coverage for the Employee under this policy.

The Employee must submit a request to the Deputy Head. If approved, the Employee must then submit an application (Pilot’s Report) to the Insurer through the Insurance Analyst, Department of Finance. If the Insurer accepts the application, the Employee’s name will be added to the policy for coverage and the Employee will be covered for all future flights. However, it will still be necessary on future flights to obtain the Deputy Head’s approval before using a privately owned aircraft for duty travel.

The above stated indemnities do not apply to any loss, fatal or non-fatal, caused or contributed to by:

- (1) suicide or self-destruction, or any attempt threat, while sane or insane;

- (2) declared or undeclared war or any act thereof;
- (3) service in the armed forces of any country.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Nunavut Government or by an insurance plan or scheme in which the Government participates with the Employees.

Administration

When a loss occurs, claim forms may be obtained from the Compensation and Benefits Division of the Department of Finance. Completed claim forms will be submitted to the Insurer who will assess the claim. In paying any claim, the Insurer will issue a cheque directly to the Employee or to the Employee's estate.

APPENDIX B6

CIVIL LIABILITY

B6.01 If an action or proceeding is brought against any Employee for an alleged tort committed in the performance of duties, then:

- (1) Employees will advise their Deputy Minister when served with any legal process, action or proceedings;
- (2) The Employer will pay all legal fees and any damages or costs awarded against the Employee in the action or proceedings; and/or
- (3) The Employer will pay any sum required to be paid by the Employee in connection with the settlement of the claim. The settlement must be approved by the Employer through the Deputy Minister before it is finalized.

This is only if the Employee's conduct which gave rise to the action did not constitute a gross disregard or neglect of the Employee's duties;

- (4) After the notification in Article B6.01(1) above, the Employer and the Employee will meet and appoint a counsel that is mutually agreeable to both parties.

If the parties are unable to agree on counsel, the Employer accepts full responsibility for the conduct of the action and the Employee agrees to cooperate fully with appointed counsel.

APPENDIX C
SALARY SCHEDULE

Effective **July 1, 2013** each step of the salary schedule be increased by **3.0%**.

STEP	YEARS OF EXPERIENCE	LEVELS						
		ILCS	1	2	3	4	5	6
1	0	56,938	58,852	62,037	65,384	70,666	74,389	77,546
2	1	58,371	60,587	63,888	67,375	73,374	76,051	80,570
3	2	59,888	62,328	65,681	69,365	76,083	80,316	83,593
4	3	61,481	64,070	67,504	71,354	78,789	83,280	86,615
5	4	63,143	65,806	69,327	73,346	81,497	86,247	89,638
6	5	64,902	67,548	71,149	75,334	84,208	89,206	92,661
7	6		69,286	72,977	77,327	86,917	92,170	95,685
8	7		71,030	74,797	79,317	89,624	95,137	98,709
9	8			76,622	81,310	92,329	98,099	101,735
10	9			78,440	83,296	95,038	101,056	104,757
11	10				85,290	97,749	104,023	107,776
12	11						106,984	110,804

Effective **July 1, 2014** each step of the salary schedule be increased by **2.0%**.

STEP	YEARS OF EXPERIENCE	LEVELS						
		ILCS	1	2	3	4	5	6
1	0	58,077	60,029	63,278	66,692	72,080	75,876	79,097
2	1	59,538	61,799	65,166	68,723	74,841	77,572	82,181
3	2	61,086	63,575	66,995	70,752	77,604	81,922	85,265
4	3	62,711	65,351	68,854	72,781	80,365	84,945	88,348
5	4	64,406	67,122	70,713	74,813	83,127	87,972	91,430
6	5	66,200	68,898	72,572	76,841	85,892	90,990	94,514
7	6		70,672	74,436	78,874	88,656	94,013	97,599
8	7		72,451	76,293	80,904	91,416	97,040	100,683
9	8			78,155	82,936	94,176	100,061	103,769
10	9			80,009	84,962	96,939	103,077	106,852
11	10				86,995	99,704	106,104	109,931
12	11						109,123	113,020

Effective **July 1, 2015** each step of the salary schedule be increased by **1.0%**.

STEP	YEARS OF EXPERIENCE	LEVELS						
		ILCS	1	2	3	4	5	6
1	0	58,658	60,629	63,910	67,358	72,800	76,635	79,888
2	1	60,133	62,417	65,818	69,410	75,590	78,347	83,003
3	2	61,697	64,211	67,665	71,459	78,380	82,742	86,118
4	3	63,338	66,004	69,543	73,509	81,169	85,795	89,231
5	4	65,050	67,794	71,420	75,561	83,958	88,851	92,345
6	5	66,862	69,587	73,298	77,610	86,751	91,900	95,459
7	6		71,379	75,181	79,662	89,542	94,953	98,575
8	7		73,175	77,056	81,713	92,330	98,010	101,690
9	8			78,936	83,766	95,118	101,062	104,807
10	9			80,809	85,811	97,908	104,108	107,920
11	10				87,865	100,701	107,165	111,030
12	11						110,214	114,150

Effective **July 1, 2016** each step of the salary schedule be increased by **1.0%**.

STEP	YEARS OF EXPERIENCE	LEVELS						
		ILCS	1	2	3	4	5	6
1	0	59,244	61,235	64,549	68,032	73,528	77,401	80,687
2	1	60,735	63,041	66,476	70,104	76,346	79,131	83,833
3	2	62,314	64,853	68,341	72,174	79,164	83,569	86,979
4	3	63,971	66,665	70,238	74,244	81,981	86,653	90,123
5	4	65,701	68,472	72,135	76,317	84,798	89,740	93,268
6	5	67,530	70,283	74,031	78,386	87,619	92,819	96,414
7	6		72,093	75,932	80,459	90,437	95,903	99,561
8	7		73,907	77,827	82,530	93,254	98,990	102,707
9	8			79,726	84,603	96,069	102,073	105,855
10	9			81,617	86,669	98,887	105,149	109,000
11	10				88,744	101,708	108,236	112,141
12	11						111,317	115,291

APPENDIX D

PRO-RATA

A Teacher who does not have a university degree and who completes university courses leading to a complete year of university training as of the date of ratification of this Agreement will receive a pro-rata Allowance for the portion of the year's work which has been completed.

This amount is calculated by multiplying the fraction of the year's work completed by the difference between the Salary at the experience level for the last and following completed year of university education.

LETTER OF AGREEMENT NUMBER 1

RE: TEACHERS HIRED PRIOR TO SEPT. 1, 1994

- 1.01 Teachers on strength as of September 1, 1994 who subsequently terminate their employment:
- (a) provided the teacher then has 20 or more years of service, the teacher is entitled to 100% of approved removal costs to any destination in Canada;
 - (b) will have applied to them the following 2.01 (6) (b) in place of 2.01 (6) (b) in the Agreement:

2.01 (6) (b) "The prior service of an Employee who ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided the prior service was uninterrupted for a minimum of two (2) years."
 - (c) on termination of employment an Employee who is entitled to an immediate annuity under the *Public Service Superannuation Act* will be paid, in lieu of severance pay as provided for in Article 17 of the Agreement, the following severance pay: five times the employee's daily rate of pay on termination of employment times the number of completed years of continuous employment to a maximum of 30, less any period in respect of which the Employee was granted severance pay. This also applies to an Employee who, having completed the academic year will have an entitlement at some point during the academic year immediately following the termination, to an immediate annuity under the *Public Service Superannuation Act*, and
 - (d) there will be paid to the Employee's estate a severance pay of five times the Employee's daily rate of pay on termination of employment times the number of completed years of continuous employment to a maximum of 30, less any period in respect of which the Employee was granted severance pay.
- 1.02 This Letter of Agreement shall be attached to and form part of the Collective Agreement between the Employer and the **Association**.

DATED at Iqaluit, Nunavut, this 29th day of November, 2005.

LETTER OF AGREEMENT NUMBER 2

RE: TEACHER EXCHANGE PROGRAM

I. PURPOSE OF POLICY AND PROCEDURES

The Department of Education recognizes the value of teacher exchange programs and agrees to promote and encourage education exchanges where feasible. This policy outlines the procedures for educators to participate in the Teacher Exchange Program as outlined in Section 15.09(1) of the Collective Agreement between the **Nunavut Teachers' Association (Association)** and the Minister Responsible for the *Public Service Act (Minister)*.

II. SCOPE

This policy applies to all teachers employed in Nunavut schools (K-12) as defined by the Collective Agreement between the **Association** and the **Minister**.

III. DEFINITIONS

Incoming Teacher

Teachers who are entering Nunavut from another jurisdiction in order to teach under the Teacher Exchange Program.

Nunavut Teacher

Teachers who are employees of the Department of Education with the Government of Nunavut, but who teach in another jurisdiction under a teacher exchange for an agreed timeframe.

IV. AUTHORITY AND ACCOUNTABILITY

The Deputy Minister of Education is responsible for the administration of all provisions pursuant to this policy.

The Executive Director approves applicants to participate in the Teacher Exchange Program.

V. TYPE OF PROGRAMS

One Year Reciprocal Exchange

- (a) Calendar year exchange from January 1 to December 31 of the same year inclusive, or
- (b) Academic year exchange means a portion of the calendar year between the opening and closing dates of a school (August to August).

Mid Year Exchange – start in January for a half-year exchange.

VI. SELECTION CRITERIA FOR NUNAVUT TEACHER

- Must have 5 or more years of continuous teaching experience in the service of Nunavut Education'
- Must have successful performance appraisal;
- Must meet the criteria of exchange jurisdiction;
- Must be prepared to have an interview with the host jurisdiction;
- Must meet interview criteria with host jurisdiction;
- Must have a Criminal Record Check showing no adverse entries.

VII. APPLICATION PROCESS

- Nunavut Teacher completes necessary application forms by September 30 to be considered for an exchange;
- Principal recommends teacher's participation in the exchange to the Superintendent of Schools. Principal maintains a file on each employee participating in the Teacher Exchange Program/
- Nunavut teacher must confirm with the **Workers' Safety and Compensation Commission (WSCC)** that she/he will continue to be eligible for **WSCC** benefits while working outside of Nunavut during the exchange period, and provide evidence of such confirmation to the Superintendent of Schools.
- Superintendent of Schools approves the application and recommends for Executive Director's final approval;
- Executive Director approves **Nunavut teacher** to participate in the teacher exchange;
- The District Education Authority (DEA) is kept informed of decisions related to the teacher exchange;
- Incoming teacher must have a minimum of Bachelor of Education or its equivalent;
- Incoming teacher will be interviewed by a committee including one administrator, one teacher, and one DEA member.

VIII. CONTRACTUAL CONSIDERATIONS

a) Salary

- Participants of a Teacher Exchange will remain in the employment of their home jurisdiction. Salaries continue while on teacher exchange subject to the same taxation, superannuation and contributions.

b) Union dues

- A teacher on an exchange continues to pay union dues.
- The **Association** maintains responsibility for and representation of **Association** members.

c) Housing

- The Nunavut teacher continues to be responsible for rent, insurance and maintenance of accommodation in Nunavut.
- Exchange accommodation must be complete with furnishings, bedding, appliances and facilities for immediate use by the incoming exchange teacher and family.
- Exchange teachers are expected to maintain the house in good order and condition, and make good any damage incurred during their stay.
- If a Nunavut teacher lives in Government of Nunavut housing, rent will be deducted off their pay while on exchange. The Nunavut teacher must notify the Nunavut Housing Corporation. Local contact information must be given to the incoming teacher.
- Accommodation and vehicle exchanges are personal matters between exchange teachers.

d) Medical Health Insurance

- Nunavut residents can be absent for one full year (365 days) and still maintain medical coverage.
- Residents must notify the Health Registration office and provide a temporary address where they can be reached outside Nunavut.
- All residents in a household must be listed separately.
- The GN' s supplementary health care plan will only provide coverage up to a maximum of 40 days subsequent to the Nunavut Teacher's departure from Canada. Therefore, it is always recommended that a teacher obtain additional coverage for the duration of the exchange through Blue Cross or another insurer.

e) Strikes

- Incoming teachers will not be members of the **Association**.
- Incoming teachers will sign a waiver exempting the **Association** of all financial and legal obligations due to grievances, arbitrations, legal actions or any other matter.
- Incoming teachers will not participate in labour disruption, strike, or activity associated with a labour disruption or strike.
- Nunavut teachers will continue to pay union dues to the **Association** and will be advised by the **Association** in grievances, arbitrations, legal actions or any other matter.

f) Sick Leave

- Sick leave credits are subject to Section 14.01(1) of the Collective Agreement.
- In Nunavut, the **Employer** will pay the cost for a substitute teacher.
- The **Employer** covers any consecutive sick days after the first five (5) days.
- Beyond 15 days, the cost for the visiting teacher incurred by a substitute teacher will be charged to their home jurisdiction.
- The cost of hiring a replacement teacher will be billed to the home jurisdiction.

- Removal costs of the ill teacher are the responsibility of the teacher's jurisdiction. The length of paid sick leave will depend on teacher's benefits in his/her own jurisdiction.
- g) Leave Without Pay and Absent Without Leave
- If a teacher applied for Leave Without Pay (LWOP) or was Absent Without Leave (AWOL), the host jurisdiction must contact the home jurisdiction.
 - The home jurisdiction will pay the cost of a substitute teacher.
- h) Termination or Breakdown of Exchange
- If a teacher quits, the host jurisdiction will inform the home jurisdiction.
 - The visiting jurisdiction will charge back the cost of a replacement teacher.
- i) Disability
- If a teacher became disabled and could not work, the home jurisdiction would cover the benefits and cost of a substitute teacher.
- j) Suspension
- If a teacher is suspended for cause, the host jurisdiction will pay the substitute costs for the first five (5) days.
 - The host jurisdiction will notify the home jurisdiction.
 - The teacher's home jurisdiction determines if the suspension would be with or without pay.
- k) Charge-backs
- Attendance registers will be shared quarterly with the home jurisdictions.
- l) Special Leave for Incoming Teachers
- Incoming teachers earn one-half day of Special Leave credits for each calendar month for which they receive pay. An incoming teacher may have a maximum credit of five (5) special leave days at any one time. An incoming teacher may take a maximum of five (5) special leave days in a school year.
 - Incoming teachers are subject to Section 13.01(3), Section 13.01(4) and Section 13.02 of the Collective Agreement for special leave.

LETTER OF AGREEMENT NUMBER 3

ALTERNATE WORK ARRANGEMENTS

The Employer and the Nunavut Teachers' Association recognize the value of well qualified and experienced Employees, and identify alternate work arrangements as a method that would allow the Employee the opportunity to remain in the field of education while taking time off to attend to other individual needs.

DATED at Iqaluit, Nunavut Territory, this 29th day of November, 2005.

LETTER OF UNDERSTANDING #4

SAFE SCHOOLS ANTI-VIOLENCE COMMITTEE

1. The Employer and the Association shall **continue to support** a Safe Schools Anti-Violence Committee with the mandate of decreasing violence against Teachers in all Nunavut schools.
2. Those Terms of Reference shall **include, but are not limited to, the following:**
 - (a) recognition that Teachers are entitled to work in a workplace free from violence in all of its forms;
 - (b) recognition that violence in the school and the classroom may arise from a variety of sources;
 - (c) determining methods of establishing Teacher violence awareness campaigns in schools and communities;
 - (d) determining a mechanism or mechanisms for immediate investigation of all allegations of incidents of violence in the school, the classroom and elsewhere against Teachers; including determining who shall conduct these investigations;
 - (e) determining a mechanism for recording all confirmed instances of violence in the school, the classroom and elsewhere against Teachers, and providing for access to these records by the Association and the Department of Education; and
 - (f) determining a mechanism for reporting all allegations of incidents of violence in the school, the classroom and elsewhere against Teachers to the appropriate law enforcement authorities.
3. The Committee shall consist of two (2) members from the Association, two (2) members from the Department of Education and up to two (2) additional members, as agreed upon by the Association and the Department of Education.
4. The Committee membership shall be determined within **30** days from the date of ratification of this Collective Agreement.
5. The Committee shall hold its first meeting within 90 days of the date that Committee membership is determined.
6. The costs of the Committee shall be shared equally between the Department of Education and the Association.

LETTER OF UNDERSTANDING #5

DETAILED PAY STUBS

During the life of this Collective Agreement, the Employer will make every reasonable effort to move to a pay stub system which provides all Teachers with detailed pay stubs showing separately each Allowance that the Teacher receives.

MEMORANDUM OF AGREEMENT

Between:

Government of Nunavut

and

Nunavut Teachers' Association

SUBSTITUTE TEACHERS

WHEREAS the Government of Nunavut (GN) will be the Employer for all Substitute Teachers as of July 1, 2013;

AND WHEREAS the GN and the Nunavut Teachers' Association (NTA) are mutually concerned for the welfare of school children, it is in the best interests of all to provide a suitable Substitute Teacher from among suitable persons who are available in the community where a teacher with assigned classroom duties is absent;

AND WHEREAS Substitute Teachers are members of the NTA pursuant to the Collective Agreement between the Minister Responsible for the Nunavut *Public Service Act* and the NTA;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. A Substitute Teacher is voluntarily available to perform duties that meet the unforeseen needs of the Employer when a Teacher with assigned classroom duties is absent.
2. Nothing in this Memorandum of Agreement shall be construed as guaranteeing a Substitute Teacher a minimum or a maximum number of hours of work.
3. The following articles and clauses contained in the Collective Agreement do not apply to Substitute Teachers:
 - (a) Clause 7.01 (1) – quarterly reports;
 - (b) Clause 7.04 (3) – statement of accumulated sick and special leave credits;
 - (c) Clause 7.04 (6) – provision of Nunavut Professional Improvement Log Book;
 - (d) Clause 7.07 – attending orientation;
 - (e) Article 8 – Leave for Association President;
 - (f) Article 9 – Time off for Association Business;
 - (g) Article 12 – Hiring Protocols;
 - (h) Article 13 – Special Leave;
 - (i) Article 14 – Sick Leave;
 - (j) Article 15 – Other Types of Leave;
 - (k) Article 16 – Professional Development;
 - (l) Article 17 – Severance Pay;
 - (m) Article 18 – Resignation and Probation;
 - (n) Article 19 – Continuing Benefits of the Returning Employee;

- (o) Article 25 – Principal’s School Administration Time;
 - (p) Article 27 – Deferred Salary Leave Plan;
 - (q) Appendix A3 – Experience Increments, except for clauses A3.01(1) and A3.01(3);
 - (r) Appendix A4 - Allowances;
 - (s) Appendix B2 – Relocation;
 - (t) Appendix B3 – Duty Travel
 - (u) Appendix B4 – Dental Plan
 - (v) Appendix B5 – Indemnity for Accidental Death and Dismemberment
 - (w) Appendix D – Pro-rata
 - (x) Letter of Agreement #1 – Teachers Hired Prior to September 1, 1994
 - (y) Letter of Agreement #2 – Teacher Exchange Program
 - (z) Letter of Agreement #3 – Alternate Work Arrangements
4. Substitute Teachers shall be entitled to all other provisions of the Collective Agreement with the following modifications:
- (a) With respect to Substitute Teachers only, the following shall be read as Clause 2.01(6):

“The number of years of continuous service in the public service accumulated during an employee’s tenure as a Substitute Teacher is calculated by dividing the number of days worked as a substitute teacher during a school year by 195.”
 - (b) With respect to Substitute Teachers only, the following shall be read as Clause 2.01(7):

“*Daily rate of Pay*” for Substitute Teachers means the daily rate which he/she shall be entitled to as set out in Clause 4 (e) below.”
 - (c) Clause 10.07 shall be amended to read as follows:

“Substitute Teachers pay Association dues based on each day of service provided to the Employer. The Employer will deduct Membership Dues before making wage disbursements and will remit them to the Association within 45 days from the end of each month. The remittance will identify the Employee and the deduction made on behalf of the Employee.

Each month of the Academic Year, each Principal shall provide the NTA and the Executive Director with a list of Substitute Teachers employed in the Principals’ school that month, and the number of days worked by each Substitute Teacher.”
 - (d) With respect to Substitute Teachers only, the following shall be read as Clause 11.02:

“A Substitute Teacher becomes an Employee on the first scheduled day of duty and continues to be an Employee until resignation or termination.”
 - (e) Appendix A 1.09 (1) to (3) shall be deleted and the following inserted:

(1) A person who holds no teaching qualification and is hired to perform the duties of a Substitute Teacher will be paid the daily rate of \$150.

(2) A person who holds a valid teaching qualification and is hired to perform the duties of a Substitute Teacher will be paid at the daily rate equivalent to Step 1 on the appropriate salary scale set out in Appendix C, for the level for which he/she has received certification. The daily rate shall be calculated by dividing the appropriate salary scale by 195.

(3) If a substitute teacher is called in to substitute for up to half of a regularly scheduled school day, he/she shall be paid at one-half ($\frac{1}{2}$) of the appropriate daily rate. If he/she is called in for more than half of a regularly scheduled school day, he/she shall be paid for a full day at the appropriate daily rate.

(f) With respect to Substitute Teachers only, the following shall be read as Clause A2.04:

“The Substitute Teacher is responsible for providing verification of qualifications.”

5. If a substitute teacher has not worked any days, or portions thereof, for a period of six (6) consecutive months, his/her employment shall be deemed to be terminated.

DATED at Iqaluit, Nunavut, this “22” day of May, 2013.

“Kathy Okpik”
Kathy Okpik, Deputy Minister
Department of Education

“Robin Langill”
Robin Langill, President
Nunavut Teachers’ Association

“Chris D’Arcy”
Chris D’Arcy, Deputy Minister
Department of Finance