

SOURCE	<i>Gov't</i>		
<i>Wages</i> EFF.	99	09	01
TERM.	2002	06	30
No. OF EMPLOYEES	600		
NOMBRE D'EMPLOYES	600		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE FEDERATION OF NUNAVUT TEACHERS**

**AND**

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

**EXPIRES**

**JUNE 30, 2002**

*Norm 27 Oct 00*

*122.99(01)*

## NUMERICAL INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE 1	- Purpose of Agreement	1
ARTICLE 2	- Interpretation and Definitions	1
ARTICLE 3	- Application	6
ARTICLE 4	- Future Legislation and the Collective Agreement	6
ARTICLE 5	- Managerial Responsibility	7
ARTICLE 6	- Breach of Contract	7
ARTICLE 7	- Information	7
ARTICLE 8	- Leave for Federation President	10
ARTICLE 9	- Time off for Federation Business	11
ARTICLE 10	- Check Off	11
ARTICLE 11	- Duties and Responsibilities	12
ARTICLE 12	- Hiring Protocols	13
ARTICLE 13	- Special Leave	14
ARTICLE 14	- Sick Leave	16
ARTICLE 15	- Other Types of Leave	20
ARTICLE 16	- Professional Improvement	28
ARTICLE 17	- Severance Pay	38
ARTICLE 18	- Resignation and Probation	39
ARTICLE 19	- Continuing Benefits of the Returning Employee	42
ARTICLE 20	- Grievance and Arbitration Procedures	42
ARTICLE 21	- Employee Files	46
ARTICLE 22	- Responsibilities for Safe Working Environment	47
ARTICLE 23	- Contravention of the Public Service Act	48
ARTICLE 24	- Extraneous Duties and Outside Employment	49
ARTICLE 25	- Principals' School Administration Time	49
ARTICLE 26	- Performance Appraisal	50
ARTICLE 27	- Joint Consultation	50
ARTICLE 28	- Procedure for Commencement of Negotiations	51
ARTICLE 29	- Duration and Renewal	51

NUMERICAL INDEX (cont'd)

**APPENDIX**

**SUBJECT**

**PAGE**

<b>APPENDIX A</b>	Salary 53	
	A1 - Teachers' Qualifications And Remuneration	53
	A2 - Qualifications	55
	A3 - Experience Increments	57
	A4 - Allowances	59
<b>APPENDIX B</b>	B1 - Northern Allowance	64
	B2 - Relocation Policy - Employees Hired After April 1, 2000	66
	B2 - Relocation Policy - Employees Hired Before April 1, 2000	80
	B3 - Duty Travel	84
	B4 - Dental Plan and Civil Liability	91
<b>APPENDIX C</b>	Salary Schedule	92
<b>APPENDIX D</b>	Pro-rata	94

**LETTERS OF AGREEMENT**

LETTER OF AGREEMENT NUMBER 1 - Teachers Hired Prior to Sept 1, 1994	96
LETTER OF AGREEMENT NUMBER 2 - Wellness Program	98
LETTER OF AGREEMENT NUMBER 3 - Language Proficiency Tests	99
LETTER OF AGREEMENT NUMBER 4 - Method of Pay	100
LETTER OF AGREEMENT NUMBER 5 - School Make-up Time	101
LETTER OF AGREEMENT NUMBER 6 - Relocation Policy	103
LETTER OF AGREEMENT NUMBER 7 - Northern Allowance	104
LETTER OF AGREEMENT NUMBER 8 - Dept. of Education Resources Allocation	105
LETTER OF AGREEMENT NUMBER 9 - Professional Allowance	107

## ALPHABETICAL INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Adoption Leave		15.06	23
.....			
Allowances	A4		59
.....			
Application	3		6
.....			
Attendance at Courses at the Request of the Employer		15.07	25
.....			
Breach of Contract	6		7
.....			
Check Off	10		11
.....			
Civil Liability	B4	B4.02	91
.....			
Continuing Benefits of the Returning Employee	19		42
.....			
Contract Teachers		12.01	13
.....			
Contravention of the <i>Public Service Act</i>	23		48
.....			
Court Leave		15.01	20
.....			
Dental Plan	B4	B4.01	91
.....			
<b>Department of Education Resources Allocation (LOA No. 8)</b> .....			<b>105</b>
Duration and Renewal	29		51
.....			
Duties and Responsibilities	11		12
.....			
Duty Travel	B3		84
.....			
<b>Employee Files</b>	21		46
.....			
Examination Leave		15.10	26
.....			
Experience Increments	A3		57
.....			
Extraneous Duties and Outside Employment	24		49
.....			
Future Legislation and the Collective Agreement	4		6
.....			

Grievance and Arbitration Procedures	20		42
.....			
Hiring <b>Protocols</b>	12		13
.....			
Information	7		7
.....			
Injury-on-Duty Leave		15.03	20
.....			
Interpretation and Definitions	2		1
.....			
Joint Consultation	27		50
.....			
<b>Language Proficiency Tests (LOA No. 3)</b>			<b>99</b>
.....			
Lay-Off (Severance Pay)		17.01	38
.....			
Lay-offs ( <b>Terminations</b> )		18.09	40
.....			
<b>Leave for Federation President</b>	<b>8</b>		<b>10</b>
.....			
Leave for Other Purposes		15.11	26
.....			
Leave - General Provisions		15.12	27
.....			
Leave to Work <b>Within the Government of Nunavut</b> or for Another Employer		15.09 (2)	26
.....			
Leave With Allowances (Professional Improvement)		16.05 (3)	34
Leave Without Pay or Allowances (Professional Improvement)		16.05 (4)	35
.....			
Managerial Responsibility	5		7
.....			
<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>CLAUSE</u></b>	<b><u>PAGE</u></b>
Maternity Leave		15.05	21
.....			
Medical Transportation Assistance		14.07	17
.....			
<b>Method of Pay (LOA No. 4)</b>			<b>100</b>
.....			
<b>Northern Allowance</b>	<b>B1</b>		<b>64</b>
.....			
<b>Northern Allowance (LOA No. 7)</b>			<b>104</b>
.....			

Other Types of Leave	15	20
.....		
Pedagogic Leave		15.08 25
.....		
<b>Performance Appraisal</b>	<b>26</b>	<b>50</b>
.....		
Principals' School Administration Time	25	49
.....		
Probation		18.02 39
.....		
Procedure for Commencement of Negotiations	28	51
.....		
<b>Professional Allowance (LOA No. 9)</b>		<b>107</b>
.....		
Professional Improvement	16	28
.....		
Pro-Rata	D	94
.....		
Public Service Interviews		15.04 21
.....		
Public Service Leave		15.02 20
.....		
Purpose of Agreement	1	1
.....		
Qualifications	A2	55
.....		
<b>Relocation Policy - Employees Hired After April 1, 2000</b>	<b>B2</b>	<b>66</b>
.....		
<b>Relocation Policy - Employees Hired Before April 1, 2000</b>	<b>B2</b>	<b>80</b>
.....		
<b>Relocation Policy (LOA No. 6)</b>		<b>103</b>
.....		
Resignation		18.15 42
.....		
Resignation and Probation	18	39
.....		
Responsibilities for Safe Working Environment	22	47
.....		
Salary	A	53
.....		
Salary Schedule	C	92
.....		
<b>School Make-up Time (LOA No. 5)</b>		<b>101</b>
.....		

Severance Pay	17	38
.....		
Short Term <b>Professional</b> Assistance		16.04 (4) 30
.....		
Sick Leave	14	16
.....		
Special Leave	13	14
.....		
Teacher Exchange		15.09 25
.....		
Teachers Hired Prior to Sept. 1, 1994 (LOA No.1)	AI	96
.....		
Teachers' Qualifications and Remuneration		53
.....		
<b>Termination - Dismissal</b>		<b>18.06 40</b>
.....		
Termination - <b>Severance Pay</b>		17.04 38
.....		
Term Teachers		12.03 13
.....		
Time Off for Federation Business	9	11
.....		
Travel Time		14.08 19
.....		
<b>Wellness Program (LOA No. 2)</b>		<b>98</b>
.....		

## ARTICLE 1

### PURPOSE OF AGREEMENT

**L** The purpose of this Agreement is:

- To maintain and improve harmonious relations and to settle conditions of employment among the Employer, employees, and the Federation of **Nunavut** Teachers.
- To recognize the mutual value of joint discussion and negotiations.

**L** The parties want to effectively serve the citizens of Nunavut by:

- improving the quality of education in Nunavut,
- efficiently serving the students of Nunavut,
- improving professional standards,
- producing the highest quality of instructional service,
- promoting the well-being of all Federation of **Nunavut** Teachers, and
- establishing within the framework provided by law, an effective working relationship at all levels of the **Nunavut** Public Service.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For this Agreement,

- (1) "Absence Without Permission" means absence from duty for reasons other than those in ~~15.12(1)~~ without having received prior permission from the Director of the Divisional Education Council.
- (2) "Academic Year" means the portion of the calendar year between the opening and closing dates of a school.
- (3) "Allowance" means compensation payable for
  - (a) the performance of special or additional duties; and
  - (b) the possession of special qualifications as specified in A4.04 and A4.05.
- (4) "Bargaining Unit" means all teachers and substitute teachers employed in the Public Service.



- "A".
- (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) "Calendar year" means the period from January 1 to December 31 of the same year.
  - (7) "Continuous Employment" 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 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 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 months of terminating employment in the Government of Nunavut for any reason other than dismissal, abandonment of position or rejection on probation.
  - (8) "Daily Rate of Pay" means an employee's annual rate of pay, plus allowances as provided for in 2.01(3)(a) and (b) divided by the number of prescribed school days in the school calendar.
  - (9) "Day of Rest" means a day, other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position.
  - (10) "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 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 dependent upon the employee for support, or
    - (iii) is 21 years or older and 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.
- (11) "Deputy Minister" means the Deputy Minister of Education in the Government of Nunavut.
- (12) "Employee" means a person employed as a teacher in the Public Service.
- (13) "Employer" means the Government of Nunavut as represented by the Chairman of the Financial Management Board or designate. In the event the Divisional Education Councils are abolished, any reference in this Agreement to
- (a) the Divisional Education Council shall be interpreted as referring to the Government of Nunavut as represented by the Chairman of the Financial Management Board: and
  - (b) an official of a Divisional Education Council shall be interpreted as referring to the equivalent position in the Nunavut Department of Education organizational structure.
- (14) "Federation" means the Federation of Nunavut Teachers (FNT).
- (15) "Fiscal Year" means the period starting April 1 of one calendar year and ending March 31 of the following

**calendar year.**

(16) "Grievance" means a complaint in writing that an employee, group of employees, or the Federation submits to management, to be processed through the grievance procedure.

(17) "Immediate Family" means father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and all relatives permanently residing with the employee.

**(18) "In-service training" means training initiated by the Employer.**

(19) "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.

(20) "Leave of Absence" means absence from duty with the Employer's permission.

(21) "May" is permissive; "Shall" and "Will" are imperative.

(22) "Membership Dues" means the annual dues established pursuant to the constitutional by-laws of the Federation as the dues payable by its members as a consequence of their membership in the Federation, and may include any initiation fee, insurance premium, or special levy enjoyed by members.

**(23) "Nunavut" means the Nunavut Territory.**

(24) "Point of Departure" means:

Montreal **and Ottawa** - for all communities in the Baffin Region;  
Winnipeg – for all communities in the Kivalliq Region;  
Edmonton - for all communities in the Kitikmeot Region;

(25) "Point of Recruitment" means the community the employee resided in at the time of initial appointment to the Government of Nunavut.

**(26) "Public Service" means the Nunavut Territorial Public**

**Service.**

**(27) "School Year" means the period beginning on July 1 in one year and ending on June 30 in the following year.**

**(28) "Spouse" means**

- (a) **a person to whom the employee is legally married; or**
- (b) a person who, for at least one 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 to live as spouses.

**(29) (a) "Teacher" is an employee who possesses a valid Nunavut Teaching Certificate and includes Classroom Teachers, Aboriginal Language and Cultural Specialists, Part-Time Teachers, Grade Co-ordinators, Subject Co-ordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.**

Notwithstanding that the bargaining unit status of the Principal and/or Director, Co-ordinators and Instructors of the Teacher Education program is set out in s.41(1.4)(a) of the *Nunavut Public Service Act*, the Employer will not initiate a change to the status of those employees who are on strength prior to February 21, 1996 and who are subject to a Collective Agreement between the Employer and the Federation.

- (b) "Part-Time Teacher" is a teacher who possesses a valid Nunavut Teaching Certificate and who is employed less than full-time but on a regularly scheduled basis for at least three months.
- (c) "Substitute Teacher" means a person employed to perform the normal duties of a teacher who is absent.
- (d) "Contract Teachers" are employees hired on the basis of an individual contract to perform certain specified duties.
- (e) "Term Teacher" means a teacher, other than a substitute or indeterminate teacher, who possesses a valid Nunavut Teaching Certificate and who is employed for a fixed period.

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 Federation 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 Federation, 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 Federation of any violation of this Agreement committed by members of the Bargaining Unit.

## **ARTICLE 7**

### INFORMATION

7.01 The Employer agrees to provide to the Federation in writing:

- (1) as soon as possible after appointment, the name and location of each new employee;
- (2) once each academic year, a statement of:
  - (a) the name and geographic location of each employee;
  - (b) the distribution of teachers according to qualifications and experience;
  - (c) the gross basic salary of teachers; and
  - (d) the number of teachers receiving each allowance specified in Appendix "A" of this Agreement.
- (3) before they are issued, copies of all Human Resources Directives affecting members of the Bargaining Unit.

7.02 (1) The Employer agrees to make every effort to advertise in the schools of Nunavut, all vacant positions within the Bargaining Unit, and all vacant positions of responsibility within the Department of Education, as they arise.

- (2) If notice of a job opening does not arrive before the closing date for applying, the employee's application will be given due consideration if the position has not been filled.
- (3) If candidates are equally suitable, preference in hiring will be given to teachers who are residents in Nunavut.

- (4) For the purposes of Article 7.02(3), "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 Claim.

**7.03** Upon initial hiring, the employee will provide the Employer with all required documents for documentation and salary determination, including:

- valid Teaching Certificates,
- valid Principal Certificate,
- copies of academic transcripts,
- verification of teaching experience,
- birth certificate(s),
- proof of marital status, and common law status, and
- 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) Not later than September 1 of the current academic year, the Employer will provide each school with both a hard copy and an electronic copy of the Collective Agreement.
- (a) The employer shall provide a translated version of the Collective Agreement in **Inuktitut**. In the event of any dispute concerning a proper interpretation of any provision of this agreement the English version shall govern.
- (2) The Employer will provide each employee with:
- (a) access to an electronic copy of the Collective Agreement;
- (b) a statement of accumulated sick and special leave credits once each academic year; and
- (c) information regarding changes in conditions of services or other benefits not covered by this Agreement as they occur.
- (3) Teachers shall receive a written explanation of all payments and deductions relating to their pay cheque on their first pay day in

the academic year.

- (4) The employer shall provide a copy of the Professional Development Log Book to each new employee as part of the initial hiring documents and additional copies as may be reasonably required.

**7.05** Any employee who receives a notice of transfer will receive a current schedule of allowable expenses from the Employer.

**7.06** Notwithstanding Article **29.01**, teachers whose academic year starts in the two month period immediately before September **1, 1999**, will be subject to the terms and conditions of this Agreement from the start of the academic year.

**7.07** The Employer will provide an orientation package for all new teachers.

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

**7.08** New teachers and transferring employees who 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 **0** of the salary grid for each day of the orientation they attend.

**7.09** 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 Federation. Permission to enter the Employer's premises will not be unreasonably denied.

**7.10** The Employer and the Federation agree that it is in the interests of both parties to have an informed membership.

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 Federation meetings, news items and social and recreational affairs.

**7.11** The Employer will, where possible and appropriate, give access to the Federation to the Employer's e-mail system for any mail originating from the Federation.

## ARTICLE 8



LEAVE FOR FEDERATION PRESIDENT

- 8.01 (1) A teacher elected as President of the Federation will be granted 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 continue to pay the President at the applicable salary in accordance with this Agreement. The Federation will reimburse the Employer for the amounts paid at the intervals requested by the Employer.
- (4) The benefits of any group plans to which the President was entitled before the leave of absence will continue during the leave. The Federation will reimburse the Employer for any costs involved.
- (5) **The Federation is responsible for any costs involved in the removal and subsequent return of the President on completion of the term as President.**
- (6) Presidents will be offered their former position upon termination of a leave of absence that does not extend beyond four years. **If the leave extends beyond four 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 FEDERATION BUSINESS

- 9.01 The Employer will grant time off with pay to an employee (and/or representative) attending grievance, arbitration, or Board of Reference hearings.

- 9.02 Where operational requirements permit, the Employer will grant:
- (a) leave with pay to **three** employees to attend contract negotiations for the duration of the negotiations; Ad 2/LP
  - (b) leave with pay to a **maximum of two employees** to meet with management on behalf of the Federation;
  - (c) leave without pay to **three employees** to attend meetings to prepare for negotiations;
  - (d) leave without pay to a reasonable number of employees to attend Executive Council Meetings, conventions of the Federation or other Federation business **provided that substitute teachers are available.** Ad 3/NL

## ARTICLE 10

### CHECK OFF

- 10.01 The Employer will deduct the membership dues from the monthly pay of all employees. AC
- 10.02 The Federation will inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For 10.01, deductions from pay for each employee will start with the first day of employment, to the extent that earnings are available.
- 10.04 No employee organization other than the Federation, may have membership dues or money deducted by the Employer from the pay of employees.
- 10.05 The amounts deducted in accordance with 10.01 will be forwarded to the Treasurer of the Federation by cheque within 30 days.
- 10.06 The Federation 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.
- 10.07 The Employer agrees to include on each employee's T-4 taxation slip a statement of Federation membership dues collected from that employee for that taxation year.
- 10.08 Substitute teachers pay Federation 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 Federation. 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.

## ARTICLE 11

### DUTIES AND RESPONSIBILITIES

- 11.01 Teachers shall comply with terms as outlined in Section 45 of 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 and designated holidays provided for in the *Education Act* and Regulations made under the Act.
- 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 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.
- 11.06 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.
- 11.07 The Employer will make every reasonable effort to ensure teachers are provided preparation time.
- 11.08 As a professional courtesy, a teacher will notify the Principal as soon as possible of leaves which the teacher intends to take or apply for pursuant to the provisions of Articles 13, 14 and 15. No discipline may be imposed due to an alleged violation of this Article.**

## 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. *del*
- 12.02 Notwithstanding 12.01, the Employer may employ on contract any person to instruct cultural, religious or aboriginal language programs other than those that are normally part of the regular school program.
- 12.03 Term teachers may be hired:
- (a) as replacements for teachers on approved leave;
  - (b) in relation to programs of a fixed duration;
  - (c) in relation to or in support of training such as ongoing NTEP programs;
  - (d) where a position is, or becomes, vacant after the start of the current academic year; and
  - (e) with the approval of the Federation, where it is not reasonably possible to hire a teacher on an indeterminate basis.

## ARTICLE 13

SPECIAL LEAVECredits *del*

- 13.01 (1) Employees earn one-half day of Special Leave credits for each calendar month for which they receive pay. An employee may have a maximum credit of 25 special leave days at any one time. **As** credits are used, they continue to be earned up to the maximum.
- (2) For 13.01, an employee **is** deemed to have received pay for at least ten 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 consecutive working days if the employee attends the funeral of a member of the immediate family; *12/17/02*
  - (b) two days after the employee receives notification of a death in the immediate family if the employee does not attend the funeral;
  - (c) three days to attend the funeral of the employee's brother-in-law or sister-in-law;
  - (d) **two days on the birth of a male employee's child; such leave may be divided into two 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;** *12/17/02*
  - (e) two days on the adoption of a child; *12/17/02*
  - (9) two 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. *12/17/02*
- (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) A general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty; *MA2*
  - (d) Serious community emergencies if the employee is required to help;
  - (e) To attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action; *MA2*
  - (9) Under specific circumstances, to extend the bereavement leave referred to in 13.01(3)(a) above;

- (g) In applying 13.01(4)(a), the Director of the Divisional Education Council will grant the leave if the request is reasonable under the circumstances.
- (5) Effective from the commencement of the 1999-2000 academic year, one day of special leave credits each year may be used at the employee's discretion if enough notice is given to the Supervisor subject to:
  - (a) operational requirements; and
  - (b) the leave not being taken in conjunction with any holidays except with the approval of the Board **Director/Superintendent.**

#### Advance of Credits

- 13.02 The Director of the Divisional Education Council may grant up to a maximum of five 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. *AR*
- (b) Part-time employees will earn one and one-half days 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.**

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 over three working days;
- (b) for any additional Sick Leave in an **academic** year when, in the same **academic** year, the employee has been granted nine days Sick Leave without producing a medical certificate.
- (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 day, but less than one day, will have only one-half day charged as Sick Leave. There will be no charge against Sick Leave credits, if the absence is less than one-half 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' Compensation Board 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' Compensation Board covering any of the days for which the employee has been granted sick leave with pay pursuant to 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 days hotel accommodation and meal costs in accordance with the rates specified in the Duty Travel Appendix 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 Section of this Agreement. This applies for periods over seven days, but not to exceed thirty 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:

- non-elective, and
- required for the health of the patient, and



- could not be provided by facilities or services available at the community in which the employee is resident, and
  - 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, travelling expenses for another person may be approved up to those outlined in (1)(a) and (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 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 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 14.07(4)(b) and 14.07(4)(c), every employee who receives medical travel assistance under 14.07 and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, up to a maximum of three days. Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

## 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:
- (a) to serve on a jury; or
  - (b) 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 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. ✓

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#### Injury-On-Duty Leave

- 15.03 (1) An employee will be granted Injury-On-Duty leave with pay for a reasonable period as determined by the Employer, in conjunction with the Workers' Compensation Board. The leave is provided for employees unable to perform their duties because of:
- (a) personal injury accidentally received in the performance of duties and not caused by the employee's willful misconduct;
  - (b) sickness resulting from the nature of the employment; or,
  - (c) exposure to hazardous conditions in the course of employment.
- (2) **Injury-On-Duty leave will be granted only if the employee agrees to pay to the Nunavut Consolidated Revenue Fund as provided for in Article 14.05 any amount received for loss of wages in settlement of any claim for the injury, sickness or exposure.**
- (a) The Employer will forward Workers' Compensation Board Claims to the Workers' Compensation Board on behalf of employees.
  - (b) All Injury-On-Duty leave requests must be accompanied by Workers' Compensation Board claims.

#### Public Service Interviews

- 15.04 An employee who participates in a personnel selection process for promotion or transfer to a position in the Nunavut Public Service is entitled to leave of absence with pay for:
- (a) The period the employee's presence is required for the selection process; and
  - (b) For 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 termination of her pregnancy.

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This is subject to 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 date of the termination of her pregnancy;
- (ii) grant maternity leave to start 11 weeks before the expected termination of her pregnancy;
- (iii) require a medical certificate certifying pregnancy.

- (c) Leave granted under this Clause will be counted for the calculation of "continuous employment" for the purpose of calculating severance.

- (2) (a) After completion of six months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of **employment insurance benefits** pursuant to section 30 of the **Employment Insurance Act**, will be paid a maternity leave allowance in accordance with the **Supplementary Employment Insurance Benefit Plan**.

- (b) An applicant under 15.05(2)(a) must sign an agreement that:

- (i) she will return to work and remain for at least six months 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 15.05(2)(b)(ii), she owes the Employer the amount

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received as maternity leave allowance.

- (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. Payments are determined as follows:

- for the first two weeks, payments equivalent to 93% of her weekly rate of pay;
- for up to a maximum of an additional 15 weeks, payments equivalent to the difference between **the employment insurance benefits** she is eligible to receive and 93% of her weekly rate of pay.

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- (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 guaranteed annual remuneration or 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 15.05(2)(a), will have payments adjusted accordingly.
- (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.

#### Adoption Leave

- 15.06
- (1) (a) Where an employee satisfies the Employer that a child is being adopted and adoption leave is required, the employee will be granted up to one year of adoption leave. It will start on the date when custody is accepted. The child must be below the age of majority. The leave will not be unreasonably withheld.
- (b) An employee will make every effort to provide reasonable notice to the Employer of a request for adoption leave. The employee must 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 drawn.

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- (2) Adoption leave is included in the calculation of "continuous employment" for severance purposes.
- (3) (a) An employee will be entitled to **the Supplementary Employment Insurance Benefit Plan** if the following conditions are met:
- (i) six months of continuous employment;
  - (ii) proof of application and receipt **of employment insurance benefits**; and
  - (iii) an agreement is signed with the Employer to return to work after the adoption leave is over and remain in the Employer's employ for at least six months. The date of return to work may be changed with the Employer's consent.
- (b) An employee who does not return to work after adoption leave must reimburse the Employer the amount received under **the Supplementary Employment Insurance Benefit Plan**. An employee who returns to work for less than six months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, disability or lay-off.
- (c) The amount under the **Supplementary Employment Insurance Benefit Plan**, when added to the **employment insurance benefits**, will allow the employee to have a maximum of 12 weeks payments equivalent to 93% of the weekly rate of pay immediately before the adoption leave. These payments will consist of the following:
- (i) for the first two weeks, payments equivalent to 93% of the employee's weekly rate of pay. For an additional ten weeks, payments equivalent to the difference between **the employment insurance benefits** the employee is eligible to receive and 93% of the employee's weekly rate of pay.
  - (ii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (iii) payments in respect of guaranteed annual

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remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

- (4) 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 adoption leave should the employee's benefits be affected by tax, **employment insurance**, or legislative provisions.
- (5) **Special Leave with pay will be granted to any employee required to be in attendance at Court for adoption proceedings.**

#### 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. 7al r.
- (2) An employee returning for a further tour of duty who attends a course at the request of the Employer during July and August will be paid:
- an allowance for each day of the course in accordance with the employee's daily rate of pay,
  - return transportation from the point of departure,
  - support of \$10 per day, and
  - 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 Federation recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.

#### Leave to Work within the Government of Nunavut or Another Employer

- (2) (a) **An employee with five 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) Travel and removal expenses will be reimbursed from an employee's point of departure, who is granted leave to work in another position with the Government of Nunavut in the education field. 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 Paragraph 15.09(2)(a) who returns to work for the Employer will work for at least one year following the end of the leave.
- (d) Applications for benefits under Paragraph 15.09(2)(a) will be submitted no later than March 15 of the year the leave starts.
- (e) Applications received for benefits under Paragraph 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 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.

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

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) sick leave (Article 14);
  - (b) bereavement leave (13.01(3));
  - (c) illness in the immediate family (13.01(4));
  - (d) leave for the birth of a child (13.01(3));
  - (e) leave for military or civil defense training, fire fighting service, and other emergency service (15.11(2));
  - (9) discretionary leave (13.01 (5)).
- (2) The employee will obtain prior approval from the Director of the Divisional Education Council's office before going on any leave other than those listed in **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 school 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 days for each full day the teacher works.
- 15.15 An employee elected to municipal or local government must make every effort to schedule duties of office outside of school hours. If this is not possible, the Employer may, where operational requirements permit, grant leave with pay. The employee must remit to the Employer any honorarium received during the leave.

## ARTICLE 16

PROFESSIONAL )

- 16.01** (1) A Professional Improvement Fund ("**Fund**") shall be established to support the professional improvement of teachers so as to improve the quality and relevance of education for the students in Nunavut.
- (2) Effective September **1,1999**, the Fund shall consist of **4.5 %** of the gross basic salary of Federation 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 Improvement 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 five parts with allocations for the following purposes:
- (1) **Nunavut** - wide special professional improvement activities (25%)
- (2) Annual professional leaves with or without allowances (25%)
- (3) Short term professional improvement activities (10%)
- (4) School and individual professional improvement activities (30%)
- (5) Employment of a Professional Improvement Co-ordinator (10%)
- 16.03** (1) The structures and guidelines developed by the **NPIC** and School **PIC's** shall enable all educator voices to be heard and reflect the linguistic and cultural context of **Nunavut**.
- (2) Without restricting the generality of the term Professional Improvement, such improvement shall be determined by teachers and may include courses, institutes, workshops, seminars and/or conferences on a community, area, regional or territorial basis in curriculum, disciplines and specialties being taught in the schools of **Nunavut** for the purpose of improving teachers' professional insights,

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knowledge and teaching skills.

- (3) 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. The activities can be held in **Inuktitut**, **Inuinnaqtun**, English or French depending on the needs of the participants. Such activities may be held in or out of Nunavut, assuming careful consideration is given to the cost of funding activities outside of Nunavut.
- (4) These activities **may** include **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 Co-ordinator, shall decide on any **multi-school/regional/territorial** conference venue, dates and format, Where any Committee has approved an application for professional improvement, the Employer will not unreasonably withhold approval for leave.

**Nunavut Professional Improvement Committee**

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- 16.04 (1) There shall be a Nunavut Professional Improvement Committee (**NPIC**) consisting of two representatives appointed by the Federation and two representatives appointed by the Nunavut Department of Education. The Professional Improvement Co-ordinator will be an ex-officio and non-voting member of the Committee. Either of the representatives from the Department of Education can be a Federation 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 improvement in Nunavut.
- (2) The **NPIC** shall co-ordinate the work of sub-committees working on special professional improvement 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 improvement. The **NPIC** shall also supervise

the work of the Professional Improvement Co-ordinator.

- (3)** The NPIC shall receive **25%** of the Fund to support its own activities. These activities shall include, but not be limited to:
- (a)** the development and delivery of courses on pedagogical, practical topics identified by teachers. These courses are to be developed under the direction of the Professional Improvement Co-ordinator with direct involvement of Federation members 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 and attendance at prescribed 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 an additional **10%** of the Fund for short term professional assistance activities such as: summer school, part-time courses, distance education courses, correspondence courses and school and regional professional improvement activities of a special nature. The NPIC shall determine the guidelines for such activities and individual applications will be approved by the Professional Improvement Co-ordinator.
- (5)** The Professional Improvement Co-ordinator shall approve

individual applications for short term professional assistance:

- (a) A teacher may be granted assistance to attend a university, a northern institute as approved by the NPIC or professional course held during the regular vacation period or, when operational requirements permit, held during the academic year.
- (b) Applications for assistance during the summer vacation period shall be submitted to the Professional Improvement Co-ordinator no later than May 15 of the year in which the leave will commence or assistance be used. Applications for any other types of assistance shall also be made to the Professional Improvement Co-ordinator and should be made at least 60 days before it is needed (but in any event no later than 7 days before the commencement of the course or program).
- (c) Each teacher who is granted assistance under 16.04(5)(a) shall be eligible to receive the following subsidies conditional upon successful completion of the course:
  - (i) course and lab fees but not books or course materials or student union fees;
  - (ii) a per diem allowance of \$25 from the date of course commencement only until the final date of the course up to and including the date of the final examination;
  - (iii) transportation from the community where the teacher is currently teaching to the place where the course is given and return to the point of departure;
  - (iv) the total amount of subsidy for any recipient shall not exceed \$2,000; and
  - (v) teachers receiving benefits under Article 16.04(5) will not be entitled to extra duty pay.
- (d) Where prior approval of the Professional Improvement Co-ordinator has been obtained an employee who successfully completes a university

70

credit correspondence/distance education course shall be granted reimbursement of tuition fees, as follows:

- (i) where the course is in Canada, 100%;
  - (ii) where the course is outside Canada, up to \$1,000 (Cdn).
- (5) Notwithstanding 16.04(5)(c), teachers who attend approved professional improvement workshops, conferences, courses, institutes or seminars outside of Nunavut shall receive out of the fund, reimbursement for tuition and travel expenses, up to the maximum outlined above. The NPIC has the discretion to apply the Duty Travel Regulations to the extent that teachers may receive a reimbursement for tuition and travel not to exceed \$1500.00 together with a reimbursement for "travel equity" as determined by guidelines as set by the NPIC.

#### Educational Leave Committee

- 16.05 (D) (a) The NPIC shall establish a standing Educational Leave Committee (ELC). The ELC shall consist of four members, two members named by the Nunavut Department of Education (one of whom may be a member of the Federation) and two members named by the Federation. The ELC shall administer the portion of the Fund allocated to the ELC. The ELC shall operate by consensus, and shall determine its own procedures, subject to the general directions and requirements provided for in this Article.
- (b) The ELC shall receive 25% of the Professional Improvement Fund to support the leaves and the work of the Educational Leave Committee.
- (c) The purpose of the ELC shall be to approve educational leaves (with or without allowances). A minimum of two leaves with allowances and a minimum of four leaves without allowances must be granted each year providing there are sufficient qualified applicants for such leaves. Notwithstanding the foregoing, a minimum of 50% of the leaves with or without allowances granted in any one year must be to teachers who are proficient in one or more of

the aboriginal languages of Nunavut providing there are such applicants who meet the requirements for education leave as outlined by the ELC.

- (d) The Professional Improvement Co-ordinator shall co-ordinate the ELC and the administration of the leaves under the direction of the ELC.

- 16.05 (2) (a) Applications for educational leave shall be made to the Educational Leave Committee which shall approve the maximum number of applications subject to operational requirements and the best interests of education in Nunavut. Applications shall be submitted according to the procedures established by the committee, but should specify the type of leave requested and outline the intentions and goals of the teacher making the application. Reference must be made in the application to the benefit of the leave for the teacher as well as for education in Nunavut, with specific comment on how the leave will improve learning for students. Applications can be submitted in Inuktitut, Inuinnaqtun, English or French.
- (b) Applications for leave with ~~or~~ without allowances shall be submitted no later than March 1st of the year in which the leave will start or the assistance will be used.
- (c) The ELC shall inform each applicant of its decision prior to March 31 of the year in which leave would commence or assistance is required.
- (d) Where the ELC has approved an application for professional improvement, the Employer shall not unreasonably withhold approval for leave.

Leave with Allowances

- 16.05 (3) (a) A teacher with four or more continuous years of teaching experience with the Government of Nunavut, including continuous and prior experience with the Government of the Northwest Territories, may be granted leave for professional purposes for varying periods of up to one year to attend a recognized institution for additional education and training.

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- (b) The following entitlement shall be granted to an employee receiving leave under Article **16.05(3)(a)**.
- (i) an allowance, in lieu of salary, of **60%** of salary or **60%** of the salary level **4** maximum, whichever is the lesser.
  - (ii) where leave granted is for a full academic year, the employee shall receive travelling and removal expenses from the place of employment to the location of the educational institute and return travelling and removal expenses to the place of employment as approved by the Educational Leave Committee.
  - (iii) where leave granted is for other than a full academic year, the employee shall receive removal and travelling expenses from the place of employment to the point of departure and return removal and travelling expenses from the point of departure to the place of employment as approved by the Educational Leave Committee.
  - (iv) a guarantee to be returned to the former position or such other mutually agreed upon position or in a subject **and/or** grade level in which the employee is competent at the basic salary not less than that received before leave was taken.
  - (v) credit for one year's teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level.
  - (vi) tuition and lab fees, but not books, course materials or student fees as follows:
    - up to **\$10,000 (Cdn)** where the course is in Canada; and
    - up to **\$5,000 (Cdn)** where the course is outside of Canada.

- (c) A teacher granted leave under Article 16.05(3)(a) who:
- (i) fails to successfully complete the course; or
  - (ii) does not resume employment as a Federation member with the Employer; or
  - (iii) ceases to be employed before termination of the period that was undertaken to serve after completion of the course;

shall repay the fund all allowances paid to the teacher during the leave or such lesser sums as determined by the Educational Leave Committee.

Leave Without Pay or Allowances

- 16.05 (4) (a) (i) A teacher may be granted Leave Without Pay or Allowances to take courses equivalent to not less than a full academic year (normally of not less than seven months duration);
- (ii) A teacher may be granted leave without pay for any purpose accepted by the Committee, with the understanding that relevance to Nunavut's educational needs is a guiding principle.
- (b) The following entitlement shall be granted to a teacher receiving leave under Article **16.05(4)(a)**.
- (i) removal and travelling expenses to the point of departure and return removal and travelling expenses to the place of employment;
  - (ii) credit for one year's teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level;
  - (iii) tuition and lab fees, but not books, course materials or student fees in full or in part, as approved by the Educational Leave

Committee; and

- (iv) a guarantee of a position for which the teacher is qualified.
- (c) Leave without pay or allowances may be granted for periods shorter than those specified in Article **16.05** (4) (a), however the entitlement specified for leave described under Article **16.05** (4) (b) shall not be applicable.

#### School Professional Improvement Committees

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- 16.06**
- (1) Thirty (30) percent of the Fund shall be allocated to school professional improvement committees. The allocation shall be based on a per capita amount arrived at through guidelines developed by the NPIC which take into account factors such as location and number of Federation members in the school.
  - (2) Each school shall establish a Professional Improvement Committee ("School PIC") which shall determine how the funds allocated to the school shall be spent to support the professional improvement activities for Federation members on staff at that school. The School PIC shall consist of members of the Federation elected by all Federation staff members of that school. The School PIC shall operate by consensus and follow procedures established by the NPIC. One member of the School PIC shall be designated the liaison with the NPIC and the Professional Improvement Co-ordinator.
  - (3) The School PIC may allocate funds to support multi-school, regional or **Nunavut-wide** activities.
  - (4) Where the School PIC has approved an application for professional improvement, the Employer shall not unreasonably withhold approval for leave.

#### Professional Improvement Co-ordinator

- 16.07**
- (1) Professional assistance and co-ordination will include the employment of a Professional Improvement Co-ordinator who will be seconded from the bargaining unit. Nunavut Department of Education shall determine the office location of the Co-ordinator following consultation with the Federation. The Co-ordinator shall promote professional

improvement for Federation members in Nunavut, assist with NPIC projects, communicate with school committees about professional improvement activities and organize all NPIC and ELC meetings, administer the Fund and other related activities. The Professional Improvement Co-ordinator shall be selected and supervised by the NPIC.

- (2) The Department of Education shall provide the administrative services required to support the Fund and shall provide office space and normal office amenities of the Co-ordinator. The cost of the salary, associated benefit costs and travel of the Co-ordinator shall be paid out of the Professional Improvement Fund. Ten (10%) percent of the Fund shall be allocated to provide for this purpose.
- (3) The Co-ordinator will have the responsibility for assessing the effectiveness of the various professional improvement activities provided for in this Article and reporting annually to the NPIC, the Federation and the Nunavut Department of Education.

#### 16.08 Dispute Resolution Process

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 an appeal committee comprised of an Assistant Deputy Minister of the Department of Education and the President of the Federation, or designate, who shall decide the matter within fourteen (14) calendar days of such referral.

### ARTICLE 17

#### SEVERANCE PAY

##### Lay-off

- 17.01 An employee who is laid off after one 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:
  - Ten days pay for the first, and four days pay for each succeeding, complete year of continuous employment.

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- 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.
- 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:

- Four days pay for each completed year of continuous employment.
- 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.
- 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 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 their 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** Teachers who have less than **two** years combined teaching experience in Nunavut and the Northwest Territories will be hired on a probationary contract until they have completed two years of service.

**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 Federation agree to the desirability of providing advice, assistance, and assessment of teachers on probation. Where operational requirements permit, the Employer will arrange for two 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 year.
  - (2) Subject to 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 by:

- mutual consent;
- dismissal for cause or incompetence; or
- 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.

**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 "Lay-Off" means the termination of a teacher's contract because the teacher's position is eliminated or has become redundant and no comparable, alternate position for which the teacher is qualified is available. Where it is determined by the Divisional Education Council that a lay-off is necessary and where natural attrition, transfers and leaves of absences do not effect the necessary reductions in staff, in recognition of the value of teachers with long service, the Divisional Education Council shall give fair consideration to retaining qualified teachers having the greatest continuous employment with the Employer. For purposes of applying this article a qualified teacher is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
- 18.10 No teacher will be laid off until the Divisional Education Council has determined that the teacher cannot be accommodated elsewhere within its jurisdiction.
- 18.11 A lay-off will be effective only at the end of the academic year.
- 18.12
- (1) In the event of an impending lay-off representatives of the Divisional Education Council shall contact the President of the Federation 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) A teacher who is laid off will be notified in writing as soon as possible, and in any event not later than 45 calendar days prior to the last day of the academic year. A copy of article 18 shall accompany the written notification.
  - (3) Teachers given lay-off notice will have priority in all vacant teaching positions for which they are qualified during the notice period, as follows:
    - within the teachers' Divisional Education Council jurisdiction;

- within other Divisional Education Councils' jurisdiction in Nunavut
- (4) The lay-off of a teacher who is notified after the time period specified in 18.12(2) will not be effective until the end of the subsequent academic year.
- 18.13 (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 Divisional Education Council shall give fair consideration to re-deploying qualified laid off teachers having the greatest continuous employment with the Employer.
- 18.14 (1) Where there are indeterminate, probationary and term teachers in similar positions, every reasonable effort will be made to terminate the term and probationary teachers to avoid lay-offs.
- (2) Any indeterminate teacher who relocates to another Nunavut teaching position under this article is deemed to be moving at the Employer's request.

### Resignation

- 18.15 (1) A teacher who wishes to resign effective the last day of the academic year shall provide written notice of this intent no later than sixty (60) calendar days before the last day of the academic year.
- (2) A teacher who resigns after the date in **18.15(1)** will 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 Federation to a non-teaching position which falls under the Nunavut Employees' Union 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 Federation 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 20.01 which are not resolved during the grievance procedure described in 20.05, may be finally resolved as follows:

- (a) Grievances concerning 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 20.05;
- (b) Grievances concerning 20.01(2) will be finally resolved by reference to the Chairman of the Financial Management Board.

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 Federation and the Employer will send a copy of any replies to the Federation.

Employees may present their grievances personally or through an agent.

Notwithstanding the provisions of Article **2.01 (12)**, a substitute teacher has access to the grievance procedure with respect to matters arising while employed as a substitute teacher.

20.04 The Federation may invoke the grievance procedure at Step 3 if the Federation 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 Federation, will notify the Director of the relevant Divisional Education Council of the nature of the complaint within **20** working days of becoming aware of the incident giving rise to the complaint.

The Director of the Divisional Education Council will enter into discussions with the **grievor** and the Federation in an effort to resolve the complaint. If the complaint is not resolved within ten working days of receipt of the complaint, the **grievor** and the Federation may forward the grievance to Step **2**.

### Step 2

The grievor, with the assistance of the Federation, will notify the Director of the relevant Divisional Education Council of the nature of the complaint in writing within 40 working days of becoming aware of the incident giving rise to the complaint. A meeting between the grievor, the Federation and the Director of the Divisional Education Council may be held within 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 Director of the Divisional Education Council will provide to the grievor and the Federation a written decision, with reasons, concerning the grievance within ten working days of the meeting or 20 working days following receipt of the written grievance.

### Step 3

A grievor who is not satisfied with the decision at Step 2 may, within ten working days of receiving the decision, forward the grievance in writing to the President of the Federation, or designate, and the Director of Labour Relations.

The President of the Federation and the Director of Labour Relations or their designates will meet to review the grievance to attempt to find a solution which they may recommend to the grievor and the Director of the Divisional Education Council to resolve the grievance.

If the grievance is not resolved within 20 working days, the Federation will notify the grievor and together they will determine whether the grievance will be forwarded to arbitration.

### Arbitration

- 20.06** If a grievance has been presented at third level and is not resolved it may be referred to arbitration as provided for in Article **20.02**.
- 20.07 The time **limits** for completion of each stage of the grievance and arbitration procedure may be extended by mutual agreement of the Federation and the Employer or the employee and the Employer if the Grievor is an individual employee.
- 20.08 (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.

20.09 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 arbitrable.

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

20.11 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*.

20.12 As an alternative to the formal arbitration process set out in 20.06 to 20.11, by mutual agreement of the parties a grievance may be referred to someone who will hear the grievance and at the conclusion of the hearing, give a written order without reasons.

These decisions may not be used to alter, modify or amend any part of the Collective Agreement, and are made without precedent or prejudice to similar or like cases.

The written order will 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 only be one official personnel file which will be maintained in the Department of Human Resources, Government of Nunavut.
- 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** Employees may have access to their 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 Federation 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 four years from the date of the last adverse comment, report or correspondence.
- 21.06** Employees may place documents on their personnel file with the approval of their Principal who will ensure that a copy is forwarded to the Department of Human Resources within seven days.
- 21.07** Proper security shall be maintained on teacher performance appraisal documents. These documents may only be reviewed by the Principal and the Directors and Assistant Directors of Divisional Education Councils and other authorized employees of the Employer.

## ARTICLE 22

## RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

- (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 Federation.

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 of Nunavut health and safety legislation.

**No teacher is required to report for duty at a school when all of the students, as a result of health or safety hazards, have been dismissed from the school. Such days, when the school is closed, will be deemed as sessional days.**

- 22.03 (1) The parties agree that every teacher has a right to freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- (2) The parties further agree that the Employer has the right and obligation to impose remedial measures and/or disciplinary measures as and when required to ensure the provisions of this article are observed and adhered to.
- (3) Harassment includes any conduct, gesture or contact that is likely to cause offense or humiliation. It also includes perception, on reasonable grounds, of placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 22.04 (1) The Employer and the Federation 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 Federation 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 Federation recognize the undesirability of requiring teachers to perform functions other than those exclusively educational.
- 24.02 (1) The Employer and the Federation recognize that some forms of outside employment are a conflict of interest with the teacher's normal duties and as such are undesirable.
- (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 business or employment.
- (b) Teachers wishing to carry on business or engage in employment of a continuing nature at the community level are advised to consult the Regulations pursuant to the *Public Service Act* and the Policy on Conflict of Interest.

## **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 Director of the Divisional Education Council 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**

ICE APPRAISAL

- 26.01** The prime purpose of performance appraisal will be the increased effectiveness of personnel in improving instruction.
- 26.02** All performance appraisals will be conducted openly and with the 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** Where a performance appraisal has been carried out, the employee concerned must be given a copy of the appraisal report in a timely manner before the report is filed in the individual's personnel file.
- 26.05** Normally a teacher performance appraisal will be completed not less than once every four years.

**ARTICLE 27**



## JOINT CONSULTATION

- 27.01** The parties acknowledge the mutual benefits of joint consultation. They will refer to joint consultation matters of common interest as mutually agreed.
- 27.02**
- (1) The President of the Federation 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 **Nunavut**, may be invited to attend the meeting to assist in the resolution of particular issues.
  - (2) These meetings will consider high level issues that directly affect 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 **Nunavut**.

### **ARTICLE 28**

#### PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS

- 28.01** Collective bargaining will start after January 1 of the year when this Agreement will terminate provided that:
- (1) The Federation gives the Employer at least 30 days notice of its intention to enter into collective bargaining, or
  - (2) The Employer gives the Federation at least 30 days notice of its intention to enter into collective bargaining.
- 28.02** 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 29**

#### DURATION AND RENEWAL

- 29.01** This Agreement shall come into effect on the date of signing except where otherwise specifically provided.
- 29.02** This Agreement will remain in effect until the 30th day of June, 2002.

- 29.03** Notwithstanding 29.02, this Agreement may be amended by mutual consent.
- 29.04** Notwithstanding the preceding, the provisions of this Agreement shall remain in effect during the negotiations for its renewal.

DATED at Iqaluit, Nunavut Territory, this \_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
**TEACHERS**

**PRESIDENT**  
**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

Witness as to the execution by  
the Minister responsible for the  
**Public Service Act**

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

APPENDIX A  
SALARY  
 (Effective September **1,1999**)

APPENDIX A I  
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 **(D)** Annual salary is calculated on the basis of **195** working days for teachers over a **10** month period.

The **195** days include:

- (a) five Professional Improvement days;
- (b) up to **2.5** days which the Divisional Education Council may designate for Administrative days, In-service Training, or Parent-Teacher days.

The number of sessional days, Professional Improvement Days, Administrative days and In-service Training days may not exceed **195**.

(2) Effective from the commencement of the **2000-2001** academic year, notwithstanding **(1)** Principals are required to work five **(5)** 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**) and the following shall apply:

- (a) The Principal may elect to take some or all of the additional days in lieu; the timing of these days in lieu shall not be unreasonably denied by the Director of the Divisional Education Council; and
- (b) The Principal shall be paid for the additional days not taken in lieu, according to the provisions of Article **15.14**.

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

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 documentation is complete.

A1.05 (1) Teachers who reside in settlements which have a chartered bank will have their cheques delivered 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 previously sealed envelopes.

(2) Teachers who reside in settlements which do not have a chartered bank have the choice of having their cheques:

(a) delivered to them in previously sealed envelopes; or

(b) deposited through direct deposit to the bank of their choice in Canada.

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 Aboriginal Language and Cultural Specialists. An Aboriginal 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 Aboriginal Language and Cultural Specialist substitute teacher will be paid the daily rate of \$169.00 (effective September 1, 1999), \$173.00 (effective September 1, 2000) and \$177.00 (effective September 1, 2001).

All other substitute teachers will be paid the daily rate of \$175.00 (effective September 1, 1999), \$179.00 (effective September 1, 2000) and \$184.00 (effective September 1, 2001).

(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 \$132.00 (effective September 1, 1999), \$135.00 (effective September 1, 2000) and \$138.00 (effective September 1, 2001).

- (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.
- (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  
Aboriginal Language and Cultural Specialists certification.
- (2) Level I  
One year of teacher education.
- (3) Level 2  
Two years of teacher education.
- (4) Level 3  
Three years of teacher education.
- (5) Level 4  
Four years of teacher education which includes at least one degree.

- (6) **Level 5**  
Five years of teacher education which includes at least one degree.
- (7) **Level 6**  
Six years of teacher education which includes at least one degree.

The changes made to this Article **A2.01** from the former Agreement shall not negatively affect any Teacher employed by the Employer as of the date of signing of this Agreement.

**A2.02** For **A2.01**, "teacher education" refers to years of **post-secondary** training. It must include one 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 years.

**A2.03** Before appointment to the teaching staff of the Government of **Nunavut**, the teacher shall submit proof of qualifications, for certification purposes, to the Divisional Education Council. Until a **Nunavut Territory Qualification Service** is established, appeals of placement on the salary grid will be decided by the Northwest Territories Teacher 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 Deputy Minister of Education or designate will evaluate a teacher's qualifications for salary purposes.

(2) If a teacher disagrees with the salary placement, the Northwest Territories Teacher 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 Divisional Education Council in writing with appropriate documentation.

- (4) The Divisional Education Council advises the teacher and the Deputy Minister of Education 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 Divisional Education Council receives the notice referred to in A2.05(3).

- A2.06 Original documents or official validated copies are necessary as proof of qualifications.
- A2.07 Teachers being paid at levels four, five or six 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 four and five 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 INCREMENT

- A3.01 (1) A teacher is granted one 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; or
  - (b) a minimum of 150 teaching days in a single academic year;
  - (c) an accumulation, subject to A3.03, of pro-rated part-time days which total to the equivalent of 200 full days;
  - (d) a year of teaching experience as certified by a previous employer.
- (2) A teacher may not claim more than one Experience Increment



on the basis of A3.01(1)(b).

- (3) A teacher is entitled to an Experience Increment earned under **A3.01(1)(a)** as soon as it is earned, provided it has not already been claimed in A3.01(1)(b)

**A3.02** Before appointment to the teaching staff of the Government of Nunavut, the teacher shall submit proof of previous teaching experience to the Divisional Education Council and to the Registrar appointed under Section **49** of 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 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 years Experience Increments.

(3) Notwithstanding A3.06(2), Vocational Teachers employed in

Vocational Programs are granted experience increments in addition to those provided by A3.06(1) and A3.06(2).

The Experience Increments are calculated as one year's teaching experience for each two years' experience as a Journeyman, to the maximum increment level of the appropriate salary class.

- A3.07 (a) Teachers are granted experience increments for previous experience as a Classroom Assistant.

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

- (b) A public service employee appointed to an Aboriginal 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

(Effective September 1,1999)

#### Principal's Allowance

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

**\$5,000.00 basic; plus \$500.00 per teacher for the first five teachers, \$300.00 per teacher thereafter, and \$125.00 per Classroom Assistants, Classroom Support Assistants and School Community Counsellors to a maximum of \$17,000.00.**

#### Assistant Principal's Allowance

- A4.02 An Assistant Principal is paid an Allowance for administrative and supervisory responsibilities at an annual rate equal to one-half of the Principal's Allowance in A4.01. The amount is in accordance with the number of teachers, Classroom Assistants, **Classroom Support Assistants and School Community Counsellors.**

Grade and Subject Co-ordinator's Allowance

- A4.03** Grade Co-ordinators and Subject Co-ordinators appointed by the Deputy Minister receive an annual Allowance for supervisory responsibilities of \$1,612.00.

Specialists Allowance

- A4.04 A teacher receiving this Allowance when this Agreement is implemented will continue to receive it as long as the requirements for the Allowance are met.

Inuktitut and Inuinnaqtun Language Allowances

- A4.05** **(I)** Teachers who demonstrate proficiency in, and use **Inuktitut** or **Inuinnaqtun**, 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 **Inuktitut** or **Inuinnaqtun** 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 **Inuktitut** or **Inuinnaqtun** 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 cultural 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 **Inuktitut** or **Inuinnaqtun** 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 **Inuktitut** or **Inuinnaqtun**.

Aboriginal 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 the provisions of (2) in the **2000-2001** school year, teachers newly hired, or those already hired, who request and successfully complete the test for any of the levels, shall have the allowance become effective retroactive to the start of the **2000-2001** school year.
- (4) Notwithstanding any other provision of this Article **A4.05**, 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** 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

- A4.06
- (1) In addition to salary and other allowances, the following positions will receive these allowances:
    - (i) Teacher Consultants: \$3,891.00;
    - (ii) Teacher Education Instructors: \$3,228.00;
    - (iii) Teacher Education Co-ordinators: **\$3,642.00.**
  - (2) Teacher Consultants, Teacher Education Instructors, and Teacher Education Co-ordinators 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

- A4.07 (1) A teacher appointed as a Program Development Specialist is paid an Allowance of \$1,706.00 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

- A4.08 A teacher assigned temporarily to the duties of a higher paid position will be granted the Allowance appropriate to the duties retroactive to the date of assignment. The temporary duties must be for over five consecutive working days.

Principal of the Teacher Education Program

- A4.09 The Principal/Director of the Teacher Education Program receives an annual Allowance of \$6,915.00.

Limitation

- A4.10 A teacher will not be paid more than one of the Allowances in A4.01, A4.02, A4.03, A4.04, A4.06, A4.07.

Direction of Student Teacher Allowance

- A4.11 Teachers are paid \$100.00 a week for each student teacher under their direction.

## APPENDIX B1

### NORTHERN ALLOWANCE

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

- (i) The annual rate of Northern Allowance is set out in the schedule below and is calculated on the basis of a teacher working 195 days over a ten 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 made on the last day of duty.
- (ii) The Allowance for part-time teachers, substitute teachers and teachers who do not work a complete academic year will be pro-rated.

**B1.02** The Annual rates for Northern Allowance are as follows:

#### **NORTHERN ALLOWANCE** **EFFECTIVE SEPTEMBER 1, 1999**

<b>Arctic Bay</b>			<b>\$12,554</b>
			<b>Kimmirut</b>
			<b>\$10,271</b>
<b>Arviat</b>			<b>\$ 8,340</b>
			<b>Kugaaruk</b>
			<b>\$12,636</b>
<b>Baker Lake</b>	<b>\$11,250</b>	<b>Kugluktuk</b>	<b>\$10,521</b>
<b>Cambridge Bay</b>			<b>\$11,211</b>
			<b>Nanisivik</b>
			<b>\$11,586</b>
<b>Cape Dorset</b>			<b>\$10,549</b>
			<b>Pangnirtung</b>
			<b>\$10,231</b>
<b>Chesterfield Inlet</b>			<b>\$11,236</b>
			<b>Pond Inlet</b>
			<b>\$11,601</b>
<b>Clyde River</b>	<b>\$11,239</b>	<b>Qikiqtarjuaq</b>	<b>\$10,908</b>
<b>Coral Harbour</b>			<b>\$13,339</b>
			<b>Rankin</b>

		Inlet	\$ 9,741
Gjoa Haven	\$12,933	Repulse Bay	\$13,340
Grise Fiord			\$13,965
		Resolute	
			\$12,413
Hall Beach			\$1 1877
		Sanikiluaq	\$
			8,849
Igloolik			\$11,727
		Taloyoak	
			\$13,067
Iqaluit			\$ 8,872
		Whale Cove	
			\$11,982



**NORTHERN ALLOWANCE**  
**EFFECTIVE APRIL 1, 2000**

Arctic Bay		\$14,437
	Kimmirut	
		\$11,812
Arviat		\$ 9,591
	Kugaaruk	\$14,531
Baker Lake		\$12,938
	Kugluktuk	
		\$12,099
Cambridge Bay		\$12,893
	Nanisivik	
		\$13,324
Cape Dorset		\$12,131
	Pangnirtung	
		\$11,766
Chesterfield Inlet	\$12,921	Pond Inlet
		\$13,341
Clyde River		\$12,925
	Qikiqtarjuaq	
		\$12,544
Coral Harbour		\$15,340
	Rankin Inlet	\$11,202
Gjoa Haven		\$14,873
	Repulse Bay	
		\$15,341
Grise Fiord		\$16,060
	Resolute	
		\$14,275
Hall Beach		\$13,659
	Sanikiluaq	
		\$10,176
Igloolik		\$13,486

	Tabyoak	
	\$15,027	
Iqaluit		\$10,203
	Whale Cove	
	\$13,779	

**B1.03** The Employer agrees that the Northern Allowance provided for in **B1.02** will be adjusted to include all changes (including their effective dates) that are agreed upon between the Employer and the Nunavut Employees' Union in the first collective agreement negotiated after November 1, 1999, provided that if such changes result in a reduction, the amount(s) in **B1.02** shall continue in effect.

**B1.04** The Employer agrees that it will review the Northern Allowance calculations to individual communities to determine if there are unjustified discrepancies and that any adjustment to address such discrepancies will not result in the downward adjustment to any community.

## APPENDIX B2

### RELOCATION POLICY Employees Hired After April 1, 2000

#### INTRODUCTION

1. 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.
2. Financial assistance will, in accordance with this Policy, be provided for shipment of personal effects, long-term storage arrangements and personal travel expenses.

#### APPLICATION

3. 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 entitlement per family unit.

#### DEFINITIONS

4. "Deputy Head" means the Deputy Minister of Human Resources, where specified, and in all other instances means the Deputy Minister, or equivalent, of the employee's department of employment.
5. "**An employee without dependants**" is an employee with whom no dependants reside in the same residence.
6. "Personal effects" means personal items owned by the employee and/or his/her dependants at the time of his/her move.
7. "Moving Company" is defined as the company contracted to move an employee's personal effects.
8. "Storage Company" is defined as the company contracted to provide long-term storage services.
9. "Relocation Co-ordinator" is a **GN** officer designated to administer relocations.
10. "Relocation **Assistance**" means financial assistance provided to

an employee to assist **him/her** in co-ordinating and arranging for **his/her** move.

## INITIAL HIRE OR RELOCATION

### GUIDELINES

- 11.** The Relocation Co-ordinator 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 Co-ordinator.
- 12.** Upon initial hire, for all appointments of greater than one year in duration, where the GN determines that furnished accommodation is available, the employee will be entitled to the weight entitlement for furnished accommodation whether or not the employee moves into furnished accommodation.
- 13.** Any employee hired prior to April **1, 2000**, who relocates to a new community for reasons of continued employment with the GN, or accepts a change in appointment status in a different community with the GN, will be entitled to relocation benefits as provided by the Relocation Program in place prior to April **1, 2000**.
- 14.** Travel advances may be awarded, but shall not exceed the estimated amount of the employee's entitlement under this policy.
- 15.** 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

- 16.** Transportation of the employee and dependants will be by the most economical means from the point of recruitment.

### Accommodation

- 17.** Compensation will be provided for commercial accommodation 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 days at the most economical rates.
- 18.** 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 twenty-one **(21)** days. Interim accommodation at a private home will be compensated for at \$30.00 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

- 19.** Expenses for meals and incidentals will be provided for the employee and his/her spouse, plus an amount equal to one-half the full rate for other dependants while on travel status:
- (a) en route to the new employment location, for a maximum of three days;
  - (b) for any eligible period of interim accommodation; and
  - (c) while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation;

in accordance with entitlements under the Duty Travel article, for up to twenty-one **(21)** days.

- 20.** 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

- 21.** Indeterminate employees and term employees will be entitled, both on initial and subsequent moves, to the cost of breaking rental agreements or leases, including other related cancellation fees, to a maximum amount equal to three months' rent.

### Duplicate Costs

- 22.** 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, duplicate costs will be reimbursed up to a maximum of three (3) months, for the lesser amount of:

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

#### Real Estate Costs

- 23.** 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 year of the date the employee was authorized to transfer.

#### Food and Transportation Assistance

- 24.** Indeterminate employees , or term employees appointed for a term of one year or more, who are newly appointed or transferred for the first time to one of the communities listed below will be given a recoverable allowance, up to a maximum of \$5000.00 per family unit.

<b>Baffin</b>	<b>Kivalliq</b>	<b>Kitikmeot</b>
<b>Arctic Bay</b>	<b>Arviat</b>	<b>Gjoa Haven</b>
<b>Cape Dorset</b>	<b>Baker Lake</b>	<b>Kugaaruk</b>
<b>Icy River</b>	<b>Chesterfield Inlet</b>	<b>Ki</b>
<b>Grise Fiord</b>	<b>Coral Harbour</b>	<b>Taloyoak</b>
<b>Hall Beach</b>	<b>Repulse Bay</b>	
<b>Igloolik</b>	<b>Whale Cove</b>	

<b>Kimmirut</b>		
<b>Nanisivik</b>		
<b>Pangnirtung</b>		
<b>Pond Inlet</b>		
<b>Qikiqtarjuaq</b>		
<b>Resolute Bay</b>		
<b>Sanikiluaq</b>		

#### Repayment

25. 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 twelve (12) months, whichever is less.

#### Incidental Expenses

26. For all employees claiming expenses under this article, the following reimbursements will apply upon presentation of receipts:
- (a) long distance phone calls or faxes associated with the move;
  - (b) an award of **\$250.00** to an employee moving into unfurnished accommodation;
  - (c) an award of **\$125.00** to an employee moving into furnished accommodation;
  - (d) temporary storage of effects pending availability of accommodation when pre-authorized by the **GN**; and/or
  - (e) taxi fares related to the move.

#### Personal Effects and Weight Allotments

27. Excess baggage to a maximum of six (6) pieces not more than 32 kg (70 lbs) each for the employee and two (2) pieces not more than 32 kg (70 lbs) each for each dependant where:
  - (a) effects are moved separately by a slower method of transportation; and
  - (b) no other expenses are paid for the movement of these effects.
28. The following maximum weight entitlements apply for all appointments of less than one year in duration. When available, only furnished accommodation will be made available with the additional option of long-term storage provisions.  
(see Appendix A-1)
29. For all appointments of one year or more in duration, moving to furnished accommodation, the following maximum weight entitlements apply: (see Appendix A-2).
30. For all appointments of one year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Appendix A-3)
31. Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Deputy Head of Human Resources, or designate.

#### LONG-TERM STORAGE PROVISIONS

32. Long-term storage benefits will be made available to indeterminate and term employees for the length of the appointment, or three years, whichever is less.
33. 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 years, whichever is less.
34. 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.

35. Early termination of term appointments, or resignation will result in the cancellation of long-term storage agreements after a period of 30 days.
36. Extensions of the maximum, three-year, long-term storage provision will only be considered for exceptional reasons and must be approved by the Deputy Head.
37. The employee will be responsible for payment of insurance costs for long-term storage provisions.
38. Any costs associated with the relocation of furniture and effects from long-term storage will be the employee's responsibility.
39. The Relocation Coordinator will provide the storage company and the employee with a written notice, thirty (30) days in advance of the expiry of a long-term storage contract.
40. The maximum weight the employee will be entitled to put into storage at the **GN's** cost will be **9000** pounds (**4082** 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

41. 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

42. On termination, an indeterminate employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns **his/her** own home, will be provided financial assistance in a lump sum on a percentage basis for years of completed service, as defined in Appendix A-6.

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

### Term Employees

43. On termination, a term employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance in a lump sum at **100%** of the applicable Appendix A-5 amount.

### **GUIDELINES**

44. 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 year from the date of termination.
45. An employee who is dismissed or declared to have abandoned his/her position is not eligible for relocation assistance.
46. 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.
47. An employee who has his/her resignation accepted "with prejudice" will not be entitled to any relocation assistance on termination.
48. 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.
49. Payments in accordance with this Policy will be in the form of a cheque from the GN.
50. The employee will be responsible for making all moving and

travel arrangements and for paying for his/her move on termination.

- 51.** 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 Co-ordinator.

#### EFFECTIVE DATE

- 52.** This Policy will come into full force and effect as of April 1, 2000 for all employees hired after April 1, 2000.

## Appendix A-1

Relocation In - Eligible Weight Entitlements  
Term Employees Appointed For Periods Of Less Than One Year  
Furnished or Unfurnished Accommodation

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

**Appendix A-2****Relocation In - Eligible Weight Entitlements  
Indeterminate and Term Employees  
Appointed For Periods Of One Year Or More  
Furnished Accommodation**

<b>Family Status</b>	<b>Accommodation status</b>	<b>Eligible Weight</b>
<b>Without dependants</b>	<b>Furnished</b>	<b>680 kgs (1,500 lbs)</b>
<b>With dependants</b>	<b>Furnished</b>	<b>1,814 kgs (4,000 lbs)</b>

## Appendix A-3

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

Family Status	Accommodation status	Eligible Weight
Without dependants	Unfurnished	<b>1,814 kgs (4,000 lbs)</b>
With one dependant	Unfurnished	<b>2,721 kgs.(6,000 lbs)</b>
With two dependants	Unfurnished	<b>3,175 kgs (7,000 lbs)</b>
With three dependants	Unfurnished	<b>3,628 kgs (8,000 lbs)</b>
With four or more dependants	Unfurnished	<b>4,082 kgs (9,000 lbs)</b>

## Appendix A-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
<b><u>Baffin</u></b>				
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
Igloolik	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
Nanisivik	8,078	13,464	6,059	10,098
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
<b><u>Kivalliq</u></b>				
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
<b><u>Kitikmeot</u></b>				
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

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
<b><u>Baffin</u></b>				
Arctic Bay	<b>\$6,215</b>	<b>\$10,359</b>	<b>\$4,662</b>	<b>\$7,769</b>
Cape Dorset	<b>5,797</b>	<b>9,662</b>	<b>4,348</b>	<b>7,247</b>
Clyde River	<b>6,793</b>	<b>11,322</b>	<b>5,095</b>	<b>8,492</b>
Grise Fiord	<b>7,979</b>	<b>13,298</b>	<b>5,984</b>	<b>9,974</b>
Hall Beach	<b>6,175</b>	<b>10,292</b>	<b>4,631</b>	<b>7,719</b>
Igloolik	<b>6,175</b>	<b>10,292</b>	<b>4,631</b>	<b>7,719</b>
Iqaluit	<b>4,628</b>	<b>7,713</b>	<b>3,471</b>	<b>5,785</b>
Kimmirut	<b>5,049</b>	<b>8,415</b>	<b>3,787</b>	<b>6,311</b>
Nanisivik	<b>6,059</b>	<b>10,098</b>	<b>4,544</b>	<b>7,574</b>
Pangnirtung	<b>5,533</b>	<b>9,221</b>	<b>4,149</b>	<b>6,916</b>
Pond Inlet	<b>7,549</b>	<b>12,582</b>	<b>5,662</b>	<b>9,437</b>
Qikiqtarjuaq	<b>6,032</b>	<b>10,053</b>	<b>4,524</b>	<b>7,540</b>
Resolute	<b>6,253</b>	<b>10,422</b>	<b>4,690</b>	<b>7,817</b>
Sanikiluaq	<b>3,734</b>	<b>6,224</b>	<b>2,801</b>	<b>4,668</b>
<b><u>Kivalliq</u></b>				
Arviat	<b>3,864</b>	<b>6,440</b>	<b>2,898</b>	<b>4,830</b>
Baker Lake	<b>5,314</b>	<b>8,856</b>	<b>3,985</b>	<b>6,642</b>
Chesterfield Inlet	<b>4,496</b>	<b>7,493</b>	<b>3,372</b>	<b>5,620</b>
Coral Harbour	<b>5,992</b>	<b>9,986</b>	<b>4,494</b>	<b>7,490</b>
Rankin Inlet	<b>3,886</b>	<b>6,476</b>	<b>2,914</b>	<b>4,857</b>
Repulse Bay	<b>5,992</b>	<b>9,986</b>	<b>4,494</b>	<b>7,490</b>
Whale Cove	<b>4,458</b>	<b>7,430</b>	<b>3,344</b>	<b>5,573</b>
<b><u>Kitikmeot</u></b>				
Cambridge Bay	<b>3,767</b>	<b>6,278</b>	<b>2,825</b>	<b>4,709</b>
Gjoa Haven	<b>6,016</b>	<b>10,026</b>	<b>4,512</b>	<b>7,520</b>
Kugaaruk	<b>6,701</b>	<b>11,169</b>	<b>5,026</b>	<b>8,377</b>
Kugluktuk	<b>3,724</b>	<b>6,206</b>	<b>2,793</b>	<b>4,655</b>
Taloyoak	<b>6,415</b>	<b>10,692</b>	<b>4,811</b>	<b>8,019</b>



**Relocation Out Allowance Eligibility %  
Indeterminate Employees**

	Maximum Entitlement
<b>Length of Continuous Service</b>	
1 year or less	10%
(2 years and less than 3 years	10%
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 Appendix A-5.

## APPENDIX B2

### RELOCATION POLICY Employees Hired Before April 1, 2000

#### ULTIMATE REMOVAL ASSISTANCE

- B2.01)** An employee who terminates employment and certifies the intention of leaving Nunavut or moving to another settlement within Nunavut will be entitled, subject to B2.02 below, to receive a financial subsidy designed to assist the employee in defraying the cost of the move. This subsidy is referred to as Ultimate Removal Assistance.
- (2) The total assistance will be calculated from the employee's community to the point of recruitment and to the actual new domicile. Subject to Article B2.02 the Government will reimburse the employee for the lesser of the two totals.

**B2.02** An employee's entitlement to Ultimate Removal Assistance is determined on the basis of length of service with the Government of the Northwest Territories **immediately prior to April 1, 1999 and concurrent to this, service with the Government of Nunavut as follows:**

- (i) Entitlement

Length of Service	Entitlement
less than 3 years	none
3 years but less than 4	50%
4 years but less than 5	60%
5 years but less than 6	70%
6 years but less than 7	80%
7 years but less than 8	90%
8 years and over	100%

For this Article, a "year" of service is the twelve (12) month period to the anniversary date of initial appointment.

Teachers who complete a full academic year are considered to have served 12 months.

## (ii) Maximum Reimbursement

The entitlement to ultimate removal assistance under this Article is the lesser of:

\* the applicable percentage of total assistance described in Articles B2.02, B2.03, B2.04, and B2.05.

- OR -

\* the applicable percentage of the amount for the community in which the employee is employed upon termination as set out in the schedule below:

Aklavik	\$10,086	Iqaluit	\$10,284
Arctic Bay	\$13,812	Jean Marie River	\$7,710
Arviat	\$8,586	Kakisa	\$5,946
Baker Lake	\$11,808	Wha Ti	\$7,434
Broughton Island	\$13,404	Kimmirut	\$11,220
Cambridge Bay	\$8,370	Lutselk'e	\$7,428
Cape Dorset	\$12,882	Nahanni Butte	\$7,710
Chesterfield Inlet	\$9,990	Nanisivik	\$13,464
Clyde River	\$15,096	Norman Wells	\$7,590
Colville Lake	\$10,026	Pangnirtung	\$12,294
Kugluktuk	\$8,274	Paulatuk	\$13,308
Coral Harbour	\$13,314	Pelly Bay	\$14,892
Deline	\$9,552	Pond Inlet	\$16,776
Fort Good Hope	\$10,464	Rae Lakes	\$7,896
Fort Liard	\$5,868	Rae-Edzo	\$6,318
Fort McPherson	\$10,200	Rankin Inlet	\$8,634
Tulita	\$8,898	Repulse Bay	\$13,314
Fort Providence	\$5,820	Resolute	\$13,896
Fort Resolution	\$7,428	Sachs Harbour	\$14,388
Fort Simpson	\$7,710	Sanikiluaq	\$8,298
Fort Smith	\$4,800	Snare Lake	\$7,590
Gjoa Haven	\$13,368	Taloyoak	\$14,256
Grise Fiord	\$17,730	Trout Lake	\$7,710
Hall Beach	\$13,722	Tsiigehtchic	\$9,822
Hay River	\$5,226	Tuktoyaktuk	\$10,908
Holman	\$12,138	Whale Cove	\$9,906
Igloodik	\$13,722	Wrigley	\$7,710
Inuvik	\$9,126	Yellowknife	\$6,000

Laid off employees and the dependants of deceased employees shall be eligible for the lesser of 100% of the total assistance described in Articles B2.02, B2.03, B2.04 and B2.05 OR 100% of the amount for the community in which the employee is employed upon termination as set out in the schedule above.

In the case of the dependents of deceased employees the cost of shipping the body is in addition to the entitlement.

### Approved Costs

B2.03 Subject to the entitlement in B2.02, the Employer will pay the following costs associated with an employee's move to either the point of recruitment or the actual new residence, whichever results in less expense.

(i) In landlord furnished accommodation: household effects:

- employees without dependents residing with them, 907 kg.
- employees with one dependent residing with them, 1,361 kg.
- employees with two dependents residing with them, 1,588 kg.
- employees with three or more dependents residing with them, 1,814 kg.

Not in landlord furnished accommodation: household effects:

- employees without dependents residing with them, 3,175 kg.
- employees with one dependent residing with them, 4,082 kg.
- employees with two dependents residing with them, 4,990 kg.
- employees with three or more dependents residing with them, 6,804 kg.

Household effects are moved in the most practical and economical manner.

(ii) The costs associated with the personal travel of employees and their dependants.

Travel expenses that an employee may claim are:

- (a) the cost of travel by scheduled airline, if other transportation is used, the equivalent of airfare by scheduled airline.
- (b) the cost of accommodation and meals if stopovers are required between the employee's community of residence and point of departure because of airline schedules.

Accommodation and meal expenses are limited to the rates **indicated in clauses 17 & 19, respectively of the Relocation Policy for employees hired after April 1, 2000.** These expenses are only paid if the employee travels by commercial airline.

### Application

B2.04 Ultimate Removal Assistance, applies to all employees except for:

- (a) Employees hired locally whose community of residence upon termination is the same as the point of recruitment, are not entitled to Ultimate Removal Assistance, until they have ten years of continuous service.

These employees are entitled to Ultimate Removal Assistance as follows:

- (i) after ten years of service, 100% of approved costs, to the point of departure or to any destination in Nunavut, whichever costs **less**;
- (ii) after twenty years or more of service, 100% of approved costs, to any destination in Canada.

### Limitations

B2.05 Ultimate Removal Assistance is subject to the following conditions:

- (a) Employees must move from their community of residence and must claim the benefit within 30 days, or any longer period that is granted by the Employer up to a maximum of one year, from the date of termination.
- (b) All claims are accountable and must be substantiated by freight bills and expense receipts where applicable.
- (c) Removal must be made by the most economical and direct means available.
- (d) Only one entitlement will be paid per family unit.
- (e) Employees who are entitled to a similar benefit through another source will not be eligible for removal assistance.

### Procedures

B2.06 The employee is responsible for making all moving arrangements and paying for his/her move. The employee must submit receipts for their move.

## APPENDIX B3

### DUTYTRAVEL -

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 Clauses 05, 07, and 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:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to B3.10 to B3.15);
- (c) chartered aircraft;
- (d) 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 (a) Commercial Accommodation (up to 15 calendar days) - employees may be reimbursed for actual costs of authorized accommodation.  
Where possible employees must use hotels which provide special Government rates.

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

Commercial accommodation expenses must be accompanied by receipts.

(b) Accommodation for over 15 calendar days - normally the employee must 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.

- (c) Non-Commercial Accommodation - employees who make private arrangements for overnight accommodation may claim \$13.50 for each night.
- (d) 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 \$13.50 non-commercial accommodation allowance in B3.04(c). 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 (a) Expenses claimed under this heading are for the cost of meals consumed and for incidental expenses such as tips, etc.

For Duty Travel up to 15 calendar days, a per diem rate is paid. An employee in travel status for a part day only may claim the following:

- (i) Breakfast
- (ii) Lunch
- (iii) Dinner
- (iv) 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.

- (b) When travel status extends beyond 15 calendar days in one location, \$15 is the maximum amount for meals for all days over 15 calendar days.

- (c) Employees are not considered to be in travel status if they are appointed to the establishment of one headquarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, only meals are reimbursed.

#### Other Expenses

**B3.06** Employees may be reimbursed for:

- (a) 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 or more days, are reimbursed for a personal long distance call of up to five minutes. This must be supported by receipts where available.

- (b) baggage - for storage and excess baggage charges in the performance of duty if a satisfactory explanation is provided;
- (c) 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.
- (d) laundry - after two consecutive days on duty travel, a maximum of \$2 per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50;
- (g) Child care expenses - employees may be reimbursed a maximum of \$15 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 B3.06 (9), no item of "other expenses" or transportation over \$4, will be reimbursed without a receipt.

B3.08 The following expenses are not allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, unless included in lodging charges;
- (c) purchases of a personal nature, such as baggage, clothing etc.;
- (d) subject to B3.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (9) any losses of money or of personal belongings.

### Procedure

- B3.09
- (a) The Employer authorizes Duty Travel by signing the Travel Authorization and Expense Claim **form before** the start of the trip.
  - (b) The form must be submitted as a request for an advance of travel expenses if an advance is required.
  - (c) All requests for advances should be submitted at least three working days before the trip.
  - (d) The form will be returned to the claimant with the cheque for the advance.
  - (e) Within ten 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.
  - (9) Employees may have only one travel advance outstanding at any one time, unless circumstances indicate the need for two.

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
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
  - (b) 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.
  - (c) 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 B3.13 and B3.14, the following are provided:
- (a) where the use of a privately owned car is authorized:
    - (i) for the Employer's rather than the individual's convenience \$.36 a kilometre for travel within the Nunavut Territory and \$.27 a kilometre for travel elsewhere;
    - (ii) for the individual's rather than the Employer's convenience \$.12 cents a kilometre.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
  - (c) 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:

- (a) persons not covered by personal insurance are not authorized to use a private car on Government business;
- (b) the Government will not pay for any additional insurance required on the employee's car because it is used on Government business;
- (c) **the distance allowance for en route travel is calculated on the generally accepted kilometres for the most direct route.**
- (d) 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 kilometres;
    - (ii) business kilometres (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:

- (a) 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;
- (b) 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 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 will establish a Dental Plan which provides for the payment of dental care expenses for which the patient is not entitled under the patient's health care plan.

The Dental Plan will provide coverage for 100% of the Territorial Fee Schedule minus a deductible.

The Dental Plan includes an orthodontic module.

### Civil Liability

- B4.02 If an action or proceeding is brought against any employee for an alleged tort committed in the performance of duties, then:

- (a) Employees will advise their Deputy Minister when served with any legal process, action or proceedings;
- (b) The Employer will pay all legal fees and any damages or costs awarded against the employee in the action or proceedings; and/or
- (c) 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;

- (d) After the notification in (a) 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 September 1, 1999 each step of the salary schedule be increased by 3.5 %

Effective Sept. 1, 1999

STEP	YEARS OF EXPERIENCE	LEVELS						
		A LS/CS	1	2	3	4	5	6
1	0	38,550	39,845	42,002	44,268	47,844	50,365	52,503
2	1	39,519	41,021	43,256	45,616	49,678	51,490	54,550
3	2	40,547	42,200	44,469	46,963	51,511	54,378	56,596
4	3	41,626	43,378	45,704	48,311	53,345	56,385	58,644
5	4	42,751	44,554	46,938	49,660	55,178	58,393	60,689
6	5	43,942	45,734	48,172	51,005	57,013	60,396	62,736
7	6		46,910	49,408	52,354	58,847	62,403	64,784
8	7		48,091	50,642	53,702	60,679	64,412	66,831
9	8			51,877	55,050	62,512	66,418	68,880
10	9			53,108	56,395	64,345	68,421	70,926
11	10				57,744	66,181	70,429	72,969
12	11						72,433	75,019

Effective September 1, 2000 each step of the salary schedule be increased by 2.75 %

Effective Sept. 1, 2000

STEP	YEARS OF EXPERIENCE	LEVELS						
		A LS/CS	1	2	3	4	5	6
1	0	39,610	40,941	43,157	45,485	49,160	51,750	53,946
2	1	40,606	42,149	44,445	46,871	51,044	52,906	56,050
3	2	41,662	43,360	45,692	48,255	52,928	55,873	58,153
4	3	42,771	44,571	46,961	49,639	54,812	57,935	60,256
5	4	43,927	45,779	48,229	51,025	56,695	59,999	62,358
6	5	45,150	46,991	49,497	52,408	58,581	62,057	64,461
7	6		48,200	50,767	53,794	60,465	64,119	66,565
8	7		49,413	52,034	55,179	62,348	66,184	68,669
9	8			53,304	56,564	64,231	68,244	70,774
10	9			54,569	57,945	66,115	70,302	72,876
11	10				59,332	68,001	72,366	74,976
12	11						74,425	77,082

Effective September 1, 2001 each step of the salary schedule be increased by 2.75 %

Effective Sept. 1, 2001

STEP	YEARS OF EXPERIENCE	LEVELS						
		A LS/CS	1	2	3	4	5	6
1	0	40,699	42,067	44,344	46,736	50,512	53,173	55,430
2	1	41,723	43,308	45,667	48,160	52,448	54,361	57,591
3	2	42,808	44,552	46,949	49,582	54,384	57,410	59,752
4	3	43,947	45,797	48,252	51,004	56,319	59,528	61,913
5	4	45,135	47,038	49,555	52,428	58,254	61,649	64,073
6	5	46,392	48,283	50,858	53,849	60,192	63,764	66,234
7	6		49,526	52,164	55,273	62,128	65,883	68,396
a	7		50,772	53,465	56,696	64,063	68,004	70,557
9	8			54,770	58,120	65,997	70,121	72,720
10	9			56,069	59,540	67,933	72,235	74,880
11	10				60,965	69,871	74,356	77,038
12	11						76,472	79,202

**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.



DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
TEACHERS

PRESIDENT  
THE FEDERATION OF NUNAVUT

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Garry R. Pinto

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The Honourable Kelvin Ng

Witness as to the execution by  
the Minister responsible for the  
Public Service Act

MINISTER RESPONSIBLE FOR  
THE PUBLIC SERVICE ACT

## 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 (7) (b) in place of 2.01 (7) (b) in the Agreement:

2.01 (7) (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 Federation.

DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
TEACHERS

PRESIDENT  
~~THE~~ FEDERATION OF NUNAVUT

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Garry R. Pinto

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The Honourable Kelvin Ng

Witness as to the execution by  
the Minister responsible for the  
Public Service Act

MINISTER RESPONSIBLE FOR  
THE **PUBLIC SERVICE ACT**

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**LETTER OF AGREEMENT NUMBER 2**

**RE: WELLNESS PROGRAM**

1. The parties agree to work co-operatively, in conjunction with the Nunavut Employees' Union, to the establishment of a Wellness Program for employees of the Government of Nunavut. The parties will work towards the goal of having such Wellness Program established and implemented by January 1, 2002.
2. The parties further agree to co-operatively discuss the possibility of the re-establishment of an Employee Assistance Program; it being understood by both parties that the final decision will be made by the Employer.

**DATED** at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
**TEACHERS**

**PRESIDENT**  
**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

Witness as to the execution by  
the Minister responsible for the  
Public Service Act

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

**LETTER OF AGREEMENT NUMBER 3**

**RE: LANGUAGE PROFICIENCY TESTS**

1. The parties agree that the Committee representing the Federation and the Nunavut Department of Education will work in consultation to develop recommendations for the Nunavut Department of Education for:
  - (a) All language proficiency tests required for Article A4.05;  
and
  - (b) A process for administering and implementing the testing of all Federation Members, regardless of location within Nunavut.
  
2. The parties agree that the Committee will complete its work for presentation to the Nunavut Department of Education in time so the Nunavut Department of Education can have the tests and processes ready for implementation no later than August 1, 2000.

DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
**TEACHERS**

**PRESIDENT**  
**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

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**THE PUBLIC SERVICE ACT**

Public Service Act

**LETTER OF AGREEMENT NUMBER 4**

**RE: METHOD OF PAY**

The Employer agrees to determine whether there is a more advantageous method to allocate salary and Northern Allowance, including an allocation of salary as a travel allowance and, if so, to implement such method of pay with the agreement of the Federation.

DATED at Iqaluit, Nunavut Territory, this \_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
**TEACHERS**

\_\_\_\_\_  
**PRESIDENT**  
**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

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**MINISTER RESPONSIBLE FOR**  
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## LETTER OF AGREEMENT NUMBER 5

### RE: SCHOOL MAKE-UP TIME

The parties to this Agreement agree:

- (1) To meet in joint consultation for the purpose of considering the impact of school days lost through such reasons as:
  - (a) adverse weather conditions;
  - (b) structural or environmental conditions; and
  - (c) major health issues/concernsand the negative impact of such closures on students.
- (2) The parties further agree to consider the appropriateness of scheduling additional school days before the end of the current academic year to alleviate such negative impact. Related issues to be considered are such issues as:
  - (a) who determines that make-up time should be scheduled;
  - (b) the degree of prior consultation with the community, teachers and the Federation which is appropriate; and
  - (c) compensation to be paid to teachers for such make-up time.
- (3) If the Employer and the Federation can reach agreement, such agreement may, with the agreement of both parties, be included as a provision of this Agreement.

DATED at Iqaluit, Nunavut Territory, this \_\_ day of April, 2000.

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Peter Geikie

Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
TEACHERS

PRESIDENT  
THE FEDERATION OF NUNAVUT

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Garry R. Pinto

The Honourable Kelvin Ng

Witness as to the execution by  
the Minister responsible for the  
Public Service Act

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THE PUBLIC SERVICE ACT



**LETTER OF AGREEMENT NUMBER 6**

**RE: RELOCATION POLICY**

The parties to this Agreement agree:

- Any employee hired before April 1, 2000 is entitled, at his/her choice on termination of employment, to the provisions of the Relocation Policy attached as Appendix "B2" to this Agreement or to the provisions of Appendix "B2" Employees Hired after April 1, 2000.

DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
TEACHERS

PRESIDENT  
THE FEDERATION OF NUNAVUT

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Garry R. Pinto

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The Honourable Kelvin Ng

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**LETTER OF AGREEMENT NO. 7**

**RE: NORTHERN ALLOWANCE**

The parties to this Agreement:

1. Acknowledge that the Government of Nunavut is in the process of reviewing the method of determining Northern Allowance so that it has as its basis criteria which are relevant for all communities in the new Territory of Nunavut;
2. Agree that the participation of all employee groups, including the Federation of Nunavut Teachers ("FNT"), is an important and integral part of the process to develop recommendations to the Nunavut Government on the new criteria for the Nunavut Northern Allowance;
3. Agree that the participation by the FNT extends to all aspects of Northern Allowance including, without restricting the generality of the foregoing, the right and the ability to make representations on the methodology and timing of future increases in the Nunavut Northern Allowance; and
4. In furtherance of the foregoing, agree to meet in joint consultation within thirty (30) days from the ratification of this Agreement to begin the process of participation of the FNT in the development of the new "Nunavut Northern Allowance".

DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
TEACHERS

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PRESIDENT  
THE FEDERATION OF NUNAVUT



DATED at Iqaluit, Nunavut Territory, this \_\_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
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**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

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**LETTER OF AGREEMENT NO. 9**

**RE: PROFESSIONAL ALLOWANCE**

1. The Employer agrees to pay all teachers (excluding substitute teachers) employed as of February 21, 2000 a Professional Allowance of \$750.00, such payment to be made within thirty (30) days following the ratification of this agreement.
2. The amount paid by the Employer pursuant to this Letter of Agreement Number 9 shall reduce by that amount the amount required to be paid by the Employer pursuant to Article 16.01 for the school year commencing August 1, 1999 and ending July 31, 2000.

DATED at Iqaluit, Nunavut Territory, this \_\_\_ day of April, 2000.

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Peter Geikie

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Donna Stephania

Witness as to the execution by  
the Federation of Nunavut Teachers  
**TEACHERS**

**PRESIDENT**  
**THE FEDERATION OF NUNAVUT**

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Garry R. Pinto

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The Honourable Kelvin Ng

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