



File: 2122-N0002-3

October 1, 2025

TO: ALL PSAC/NEU MEMBERS AT THE GOVERNMENT OF NUNAVUT

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement on behalf of PSAC/NEU members was reached on September 11, 2025, with the Government of Nunavut. If ratified by both parties, the tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring on September 30, 2028, with the changes set out below.

Upon opening collective bargaining, your Union received the following general priorities (as well as priorities for specific classifications/groups) from delegates to the Bargaining Conference:

- Advance issues related to Reconciliation (Preamble – Land Acknowledgement; Designated Paid Holidays; Paid Time Off for Traditional Pursuits; Inuktitut Language Allowances and Testing)
- Improve Wages and Allowances
- Negotiate access to indeterminate work for Casuals who comprise 25% of the Bargaining Unit and whose precarious employment has sometimes been extended for multiple years
- Amend the grievance procedure (Adjustment of Disputes) to make it more workable and user-friendly.

Your Bargaining Team is pleased to report that it has been able to successfully address most of these issues and that **there are no concessions**.

The Union and Employer have agreed on the following changes to the Collective Agreement and are recommending ratification to their respective principals:



ECONOMIC IMPROVEMENTS

Wage Increases:

- Effective September 30, 2024: **9.0%** (already applied)
- Retroactive to October 1, 2025: **3.0%**
- Effective October 1, 2026: **3.0%**
- Effective October 1, 2027: **2.5%**
- **The Casual rate of pay is eliminated.** Casuals will start at Step 1 and will advance on the wage grid in accordance with hours worked. Past service as a Casual will also count for placement on the wage grid.

Increases to the Northern Allowance:

- **2.0%** effective January 1, 2026
- **3.0%** effective January 1, 2027

Increases to the Continuous Service Bonus:

- **\$1,000** has been added to each level of the Continuous Service Bonus, paid annually in December

Improvements to the Inuktitut Language Allowance:

- Level One: increased to **\$2,000** from \$1,500
- Level Two: increased to **\$3,000** from \$2,400
- Level Three: increased to **\$6,000** from \$5,000
- If a language competency test is not administered within six (6) months of an employee applying for the test in order to receive the allowance, the employee will start receiving the allowance at six (6) months
- The test will be administered in the dialect of the employee's choice

Increases in Standby Pay

- Increased to **\$40** from \$25 for each eight (8) consecutive hours in a work day
- Increased to **\$50** from \$30 on days of rest and Designated Paid Holidays
- The Employer shall make every reasonable effort to allocate Standby opportunities on an equitable basis.

LEAVES

- There are now **three (3) days of paid leave** per year for **Inuit Qaujimajatuqangit Leave**, an increase from two (2) days
- **Customary adoption** has been recognized for the purposes of **Parental Leave**
- Additional **unpaid leave of up to fifteen (15) days** has been added to the provisions of **Family Abuse Leave**
- **An employee may escort a colleague on medical travel** if that employee has no immediate family members to act as a medical escort, in accordance with new provisions of **Article 19 – Special Leave** and **Article 20 – Sick Leave**.

OTHER IMPROVEMENTS

- **Mandatory rest periods of a minimum of eight (8) hours** between shifts have been negotiated in **Article 22 – Hours of Work**.
- The Employer has agreed to equitable distribution of **Overtime (Article 23)** and **Call-back (Article 26)** opportunities, first to indeterminate and term employees in descending order of seniority in the department, then casual employees, and finally to qualified employees in other departments. Only as a last resort if no other employees are available will these opportunities be given to agency staff.
- **Casual employees** are to be converted into **Term employees** if they are extended beyond four (4) months. The Employer has agreed that there will be no retribution if a Casual employee files a grievance, or the Union files a policy grievance, if a Casual employee is not converted to term employment in accordance with this Article. The Employer has also agreed that the anticipated length of employment will not be impacted if a grievance is filed. The Employer has also agreed to expedited arbitration of these grievances.
- The grievance procedure in **Article 35 – Adjustment of Disputes** has been rewritten to include pre-grievance meetings to try to resolve disputes. Timelines and steps in the grievance procedure have also been amended.
- The Employer has agreed that **no employee shall be laid off as the result of contracting out**.

These are not the only improvements to the Collective Agreement. Please take the time to review the new language below before you vote.

Your Bargaining Team, consisting of :

Amanda Arsenault, Team member
Eunice Panigayak, Team member
Paul Puqignak, Team member
Marianne Uqayuittuq, Team member
Jason Rochon, NEU President
Daniel Kinsella, NEU Executive Director
Saïd Apali, PSAC Research Officer
Darren Pacione, Acting PSAC Senior Research Officer
Gail Lem, PSAC Negotiator

unanimously recommend acceptance of this tentative agreement.

Ratification meetings are being scheduled for each community in Nunavut.
Please check the NEU website and watch for notices for the dates and times of
membership meetings/ratification votes in your community.

Bargaining Team members and NEU officials and/or PSAC staff will be at the
meetings to explain the changes and answer any question before the vote.

In Solidarity,



Josée-Anne Spirito
PSAC Regional Executive Vice-President, North

CC: Jason Rochon, National President NEU
Aaron Manton, Regional Political Action and Communication Officer, North
Negotiations and Research Branch
Daniel Fisher, Director, Representation and Legal Services Branch
Paige Galette, Associate Director, North
Mary Anne Walker, Regional Representative
Reine Zamat, Manager, Membership Administration
Sophy Gagne, Administrative Assistant, Membership Administration
ROB National Mobilization
Mark Populus, Manager, Member Information
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

AMENDMENTS TO THE COLLECTIVE AGREEMENT

Please Note: **Bold** text denotes new language. ~~Strikethroughs~~ denote removed language. Language that is not amended and shown below remains in the Collective Agreement.

MEMORANDUM OF SETTLEMENT

between

THE MINISTER RESPONSIBLE FOR THE PUBLIC SERVICES ACT

(the “Employer”)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA/NUNAVUT EMPLOYEES UNION

(the “Union”)

1. The Bargaining Committees of the Employer and the Union reached a tentative agreement on September 11, 2025. If ratified by both parties, the tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring on September 30, 2028, with the changes set out in this Memorandum of Settlement.
2. The agreed to annual general increases are as follows:
 - Effective September 30, 2024: 9.00%
 - Effective October 1st, 2025: 3.00%
 - Effective October 1st, 2026: 3.00%
 - Effective October 1st, 2027: 2.50%
3. The Agreed to increases to the Nunavut Northern Allowance are an overall increase to all communities of 2% effective January 1, 2026 and an overall increase of 3% effective January 1, 2027.
4. The Bargaining Committees agree that all other changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.
5. Changes to various articles are attached. All other existing clauses, articles, Letter of Understanding, Appendices or Memorandums of Understanding that were not amended are renewed.
6. The Employer and the Union agree to withdraw all other outstanding items on which agreement has not been reached.
7. The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.
8. Amendments were agreed to the following articles, and Memorandums of Understanding and Groups:
 - Preamble
 - Article 8 – Restriction on Outside Employment
 - Article 11 – Time off for Union Business
 - Article 12 – Check Off and Information

- Article 15 – Designated Paid Holidays
- Article 19 – Special Leave
- Article 20 – Sick Leave
- Article 21- Other Types of Leave
- Article 22- Hours of Work
- Article 23- Overtime
- Article 24- Pay (Inuktitut Language Allowance)
- Article 26-Call Back Pay
- Article 28- Standby Pay
- Article 33- Employee Performance Review and Employee Files
- Article 35- Adjustment of Disputes
- Article 36- Contracting Out
- Article 37- Superannuation and Benefits
- Article 38 – Health and Safety
- Article 39- Nunavut Northern Allowance
- Article 41- Duty Travel
- Article 43- Education and Professional Development Leave
- Article 46- Harassment and Discrimination
- Article 48- Violence in the Workplace
- Article 50- Professional Qualifications
- Article 51- Casual Employment
- Article 56- Duration and Renewal
- MOU 6- Prevention of Violence
- MOU 7- Workplace Harassment Training
- MOU 8- Nurses
- MOU 9- Nunavut Northern Allowance
- MOU 10- Continuous Service Bonus
- MOU 14- Social Justice Fund
- MOU 15- Group 5 Health Care Professionals
- MOU 16- Job Share for Health Care Professionals and Child Protection Workers
- New MOU on Contracting Out
- New MOU on Mental Health in the Workplace
- New MOU on Social Service Professionals
- New MOU- Group 3 College Instructors and Academic Freedom
- New MOU on Joint Union/Management Committee on ADR
- Group 1- Conservation Officers
- Group 4- Trades and Apprentices

- Group 5- Health Care Workers
- Group 7- Court Reporters
- Group 8- Social Service Workers
- Appendix B-Rates of Pay

CR
~~Casuals~~ The casual rate of pay is removed for all positions
 in the bargaining unit *CR*
 DATED and SIGNED in IQALUIT, September 11, 2025.

For the Employer:

Cheryl Ramsay
 Cheryl Ramsay, Lead Bargaining Team
 Member
Sandra Mackenzie
 Sandra Mackenzie, Lead Negotiator

For the Union:

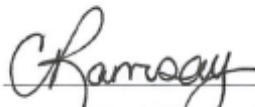
Jason Rochon
 Jason Rochon, President, NEU
Gail Lem
 Gail Lem, Lead Negotiator, PSAC

HOUSEKEEPING

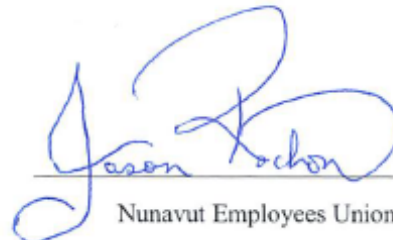
The Union proposes that the Employer and the Union, during the editing and proofreading process, review the order of the articles in the Collective Agreement for placement in logical sections, e.g. rights, leaves, compensation, etc.

PROPOSAL: NEW LANGUAGE

Signed on the 19 day of February 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 19 day of February 2025
In the city of Iqaluit, Nunavut


Nunavut Employees Union



The Government of Nunavut and the Nunavut Employees Union/Public Service Alliance of Canada recognize and respect the Nunavut Land Claims Agreement, the needs of the Inuit and the protection of their culture, way of life, language, and Inuit Societal Values in the Pinasuaqtavut document which is based on the Inuit Principles:

- [illegible]

The Employer and the Union acknowledge and respect the Nunavut Land Claims Agreement in which Nunavummiut beneficiaries are full participants.

PROPOSAL: NEW WORDING

Cheryl Ramsay
Government of Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 2- INTERPRETATIONS AND DEFINITIONS

2.03 Throughout this Agreement, expressions referring to employees are meant for all employees, regardless of gender.

PROPOSAL: AGREED TO LANGUAGE

Signed on the 11 day of March 2025,

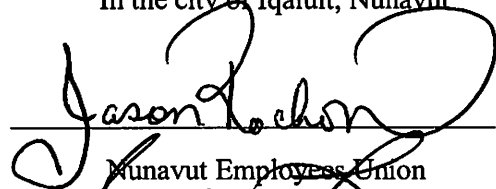
In the city of Iqaluit, Nunavut



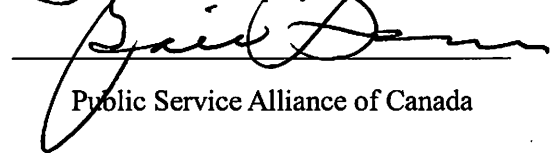
Government of Nunavut

Signed on the 11th day of March 2025

In the city of Iqaluit, Nunavut



Nunavut Employees Union



Public Service Alliance of Canada

ARTICLE 8 – RESTRICTION OF OUTSIDE EMPLOYMENT

- 8.01 (a) When an employee wishes to carry on any business or employment outside their regularly scheduled hours of duty, including other employment within the Public Service, they shall notify the Employer in writing of the nature of such business or employment prior to starting such business or employment.

The Employer shall acknowledge, in writing, the employee's request. The nature of the proposed outside employment or business shall be held in strict confidence by the Employer.

- (b) When the Employer desires to prohibit an employee's engagement in business or employment outside their regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
- (c) When an employee requests permission in (a) above, the Employer shall respond within thirty (30) calendar days of the Employer's acknowledgement of receipt. If no response is received, permission shall be assumed.
- (d) When an employee changes employment to another department, the employee is required to resubmit their request for secondary employment to the head of the new department prior to commencing employment in the new department.**

- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and their outside interests; and
- (b) certain knowledge and information available only to Public Service personnel place the individual in a position where they can exploit the knowledge or information for personal gain, and
- (c) the Employer shall provide in writing the reasons for its decision that the outside employment constitutes a conflict of interest and such reasons shall be provided in a timely fashion.

ARTICLE 8 – RESTRICTION OF OUTSIDE EMPLOYMENT

PROPOSAL: AGREED TO RENEW

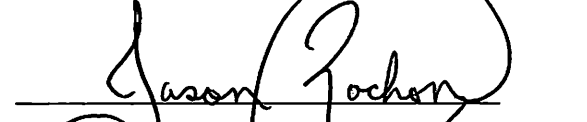
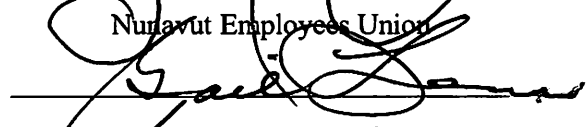
Signed on the 11 day of March 2025,

In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of March 2025

In the city of Iqaluit, Nunavut


Nunavut Employees Union

Public Service Alliance of Canada

ARTICLE 11 – TIME OFF FOR UNION BUSINESS

- 11.01 For the purposes of all “leave without pay” described under Article 11 the Employer shall ensure that the Employee is paid their full salary, benefits, pension contributions, annual increments, salary increases, and continuous employment. The Employer shall invoice the Union for the salary, benefits and pension cost for the leave.
- 11.02 (a) Arbitration Hearing (Disputes) & Mediation
Upon reasonable notification, the Employer shall grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation;
- (b) Arbitration Hearing (Grievance) - Employee Called as a Witness
Upon reasonable notification, the Employer shall grant leave with pay to an employee called as a witness before an Arbitration hearing;
- 11.03 (a) The Employer shall grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.
- (b) Employee Who Acts as a Representative
Upon reasonable notification, the Employer shall grant leave with pay to the Representative of an employee who is a party to the grievance.
- (c) Employee Called as a Witness
Upon reasonable notification, the Employer shall grant leave with pay to a witness called by an employee who is a party to the grievance.
- 11.04 Contract Negotiation Meetings
Upon reasonable notification, the Employer shall grant leave with pay for five (5) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations
- 11.05 Preparatory Contract Negotiations Meetings
The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.
- 11.06 Meetings Between Employee Organizations and Management
Upon reasonable notification, the Employer shall grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.
- 11.07 Employee Organization, Executive Council Meetings, Congress, Conventions and Conferences
The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant reasonable leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

11.08 Representatives Training Courses

The Union shall provide twenty-one (21) calendar days notice and dates employee will be absent from work, the Employer shall grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

11.09 Time Off For Representatives

- (a) Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties
- (c) Where an employee and their Representative are involved in the process of a grievance, they shall be granted time off with pay.

11.10 Leave for Elected Officers

- (a) (i) Employees elected as President, 1st Vice-President, 2nd Vice-President, and Regional Vice-President of the Union shall be granted leave of absence for up to the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement plus any additional salary amounts as required by the Union to be paid to the Employee. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group plan shall be extended to such employees and the Union shall reimburse the Employer for any costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step six (6) in their pay level of their applicable salary.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (f) Upon termination of their leave of absence such employees shall be returned to their former position with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement, they shall provide the Employer with a three (3) month notice of their intent to do so.

- (g) Notwithstanding Clause 11.10(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

11.11 Upon reasonable notification, the Employer shall grant leave without pay to allow the PSAC Regional Executive Vice-President North to perform their duties.

11.12 The Employer shall grant time off with pay to:

- (a) An employee who is party to a staffing or a job evaluation appeal;
- (b) An employee who represents an employee who is party to a staffing or job evaluation appeal; and
- (c) Up to two (2) employees who are delegated to represent the Union in a staffing or job evaluation appeal proceeding.

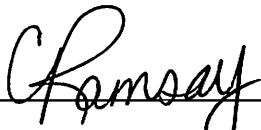
11.13 Subject to operational requirements, the Employer shall grant leave without pay for two (2) employees:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

PROPOSAL: AGREED TO RENEW

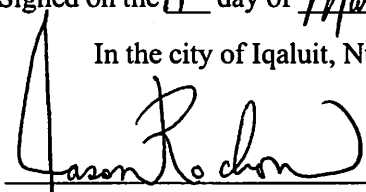
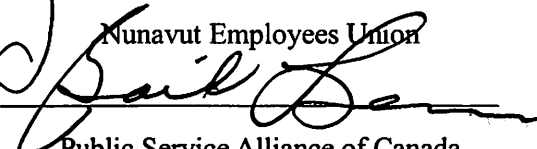
Signed on the 11 day of March 2025,

In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of March 2025

In the city of Iqaluit, Nunavut


Nunavut Employees Union

Public Service Alliance of Canada

ARTICLE 12 – CHECK OFF AND INFORMATION

- 12.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee shall occur on a bi-weekly basis and shall apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 No employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.
- 12.06 (a) The amounts deducted in accordance with Clauses 12.01 and 12.05 shall be remitted to the Comptroller of the Alliance **within thirty (30) days after the month in which** deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- (b) The Employer agrees to provide to the Union, by the end of each calendar month, a report in the form of an Excel table concerning the identification of each member in the Bargaining Unit. This report shall include as a single line: the employee's first, middle, and last names (as separate fields), social insurance number, employee number, position number, position title, pay range, step, annual salary, dues deducted, hire date, termination date, casual/term/indeterminate status, included status, department, division, work location and community.
- (c) In addition, the Employer shall provide the Union on a quarterly basis with a report of all employees that were included or excluded from the Bargaining Unit during that period. This report shall include each employee's first, middle, and last names (as separate fields), position number, position title, and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 55(8)(a), 55(8)(d) legal officer, and 55(8)(h)).
- (d) The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 12.07 The Union 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.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 12 – CHECK OFF AND INFORMATION

PROPOSAL: AGREED TO RENEW

Signed on the 11 day of March 2025,

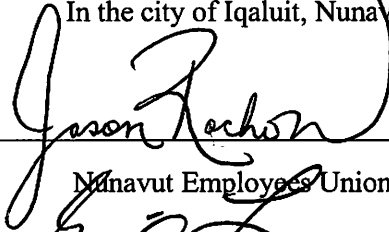
In the city of Iqaluit, Nunavut



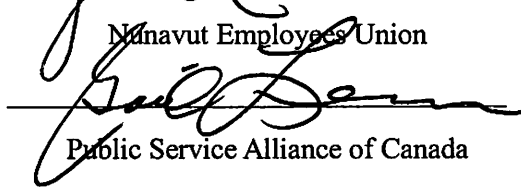
Government of Nunavut

Signed on the 11th day of March 2025

In the city of Iqaluit, Nunavut



Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 13 – INFORMATION

- 13.01 The Employer shall provide to each employee a copy of the Collective Agreement **either by link or hard copy where required.**
- 13.02 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon their appointment.
- 13.03 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of Nunavut, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

PROPOSAL: AGREED LANGUAGE

Signed on the 5 day of May 2025,

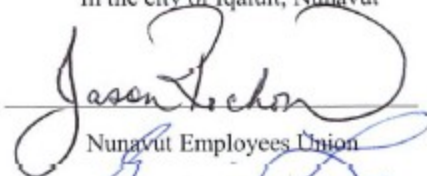
In the city of Iqaluit, Nunavut



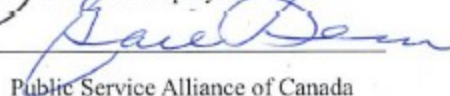
Government of Nunavut

Signed on the 5 day of May 2025,

In the city of Iqaluit, Nunavut



Nunavut Employees Union



Public Service Alliance of Canada

ARTICLE 15 - DESIGNATED PAID HOLIDAYS

15.01

(a) The following days are designated paid holidays for employees covered by this Collective Agreement:

- (i) New Year's Day;
- (ii) Good Friday;
- (iii) Easter Monday;
- (iv) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- (v) Canada Day;
- (vi) Nunavut Day;
- (vii) The first Monday in August;
- (viii) Labour Day
- (ix) National Day for Truth and Reconciliation**
- (x) The day fixed by Order of the Government of Nunavut as a general day of Thanksgiving;
- (xi) Remembrance Day;
- (xii) Christmas Day; and
- (xiii) Boxing Day

(b) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees **remaining in the community, and** who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period. **For employees who work remotely the holidays identified in 15.01 (a) will apply.**

15.02

Article 15.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 11.

15.03

Holiday Falling On A Day of Rest

When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest.

15.04

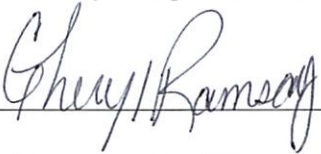
When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 15.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday

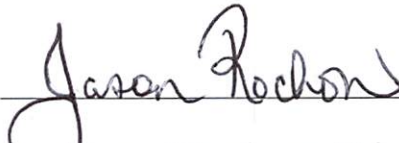
- 15.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when they are not scheduled to work, they shall be paid in addition to the pay that they would have been granted had they not worked on the holiday:
- (a) one and one half (1 1/2) times their hourly rate for the first four (4) hours worked and
 - (b) twice (2) their hourly rate for hours worked in excess of four (4) hours or
 - (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 15.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.
- 15.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.
- 15.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 15.05.

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 19 – SPECIAL LEAVE CREDITS

19.02 Special Leave

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

- a. The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (i) when there is a death in the employee's immediate family;
 - (ii) when an employee is to be married.
- b. The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (i)
 - a. where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for their dependants or for the sick person;
 - b. where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - c. **when an employee is required to travel from their place of residence in Nunavut to secure medical treatment and requires an escort, and where that employee has no immediate family members in Nunavut, a co-worker shall be entitled to escort that employee and shall be entitled to all of the provisions in Article 20.09 (a), (i) , (ii) and (iii).**
 - (ii) where special circumstances not directly attributable to the employee prevent their reporting to duty, including:
 - a. serious household or domestic emergencies;
 - b. a transportation problem (including being stuck on the land) caused by weather or mechanical breakdown if the employee makes every reasonable effort to report for duty;
 - c. school closures or daycare closures due to adverse weather conditions;
 - d. serious community emergencies, where the employee is required to render assistance.
 - (iii) in the event of the death of the employee's son-in-law, daughter-in-law.
 - (iv) in circumstances which are of general value to the Public Service, such as where the employee:
 - a. takes an examination which will improve their position or qualifications in the Public Service;

- b. attends their University Convocation, if they have been continuously employed for at least one (1) year;
- c. requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

(v) Such leave will not be unreasonably withheld.

- c. The Deputy Head may grant an employee special leave with pay for a period of one (1) working day where a member of the immediate family is giving birth to a child and the employee is required to participate in the childbirth or care for the birth mother's dependants.
- d. The Deputy Head may grant an employee special leave for a period of up to half a day to attend the funeral of the employee's aunt or uncle.

19.03 Special Leave in excess of the maximum days prescribed in Clauses 19.02(a), 19.02(b), 19.02(c) and 19.02(d) may only be granted with the approval of the Deputy Head.

19.04 The Employer will grant Special Leave to employees in the following circumstances:

- a. three (3) days on the birth of an 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;
- b. three (3) days on the adoption of a child.

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

19.06 **Advance of Credits**

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned. Should the employee leave prior to earning sufficient credit, any outstanding leave paid shall be recovered.

19.07 **Casual Leave**

- a. Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:
 - i. **Medical, Dental and Legal Appointments**
Whenever it is necessary for an employee to attend upon their doctor, dentist, or lawyer during working hours, they may be granted casual leave for these purposes.
 - ii. **School Functions to attend parent/teachers meetings and school functions.**
 - iii. **Other Casual Leave**
The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

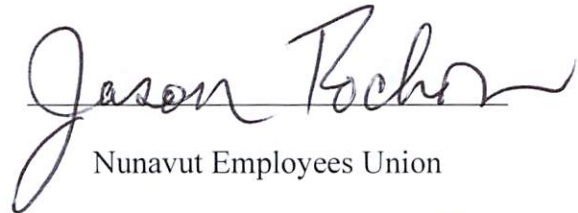
- b. Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires them to attend regular or recurring medical treatments and checkups. Such casual leave shall not be unreasonably denied.
- 19.08 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.
- 19.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

PROPOSAL: AGREED TO LANGUAGE

Signed on the 11 day of ^{Sept}~~August~~ 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11 day of ^{September}~~August~~ 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 20 – SICK LEAVE

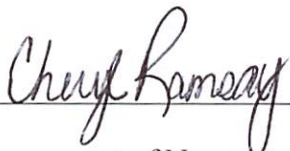
- 20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- a. There shall be no charge against an employee's sick leave credits when their absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;
 - b. Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- 20.03
- a. Unless otherwise informed by the Employer an employee must sign a statement stating that because of their illness or injury they were unable to perform their duties:
 - i if the period of leave requested does not exceed three (3) working days, and
 - ii if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by them.
 - b. For the purposes of 20.03(a), a day refers to a calendar day, not the number of hours in the employee's shift.
- 20.04 The Employer shall only require a variation beyond the requirements of Article 20.03, in the form of a certificate from a qualified medical practitioner, where there is a demonstrated and reasonable reason for doing so.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, they shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, they shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against their sick leave credits for the period of concurrency.
- 20.09 Transportation To A Medical Centre

- a. Where an employee or an employee's dependant is required to travel from their place of residence in Nunavut to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
 - i payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available (whichever results in the lesser expense) accommodation and meal costs, in accordance with Article 20.09(b).
 - ii Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, their travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Article 20.09(b).
 - iii Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was nonelective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- b. The following expenses, supported by an expense claim with receipts, will be reimbursed:
 - i taxi fare for required travel. (Airport shuttle bus must be used if feasible)
 - ii the most economical airfare, or mileage in accordance with Article 41.12(a)(ii).
 - iii up to 25 days hotel accommodation and meal costs in accordance with Article 41.05 and 41.06.
 - iv up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.
- c.
 - i Where a qualified medical practitioner certifies that it is necessary for an employee or their dependant to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 20.09(b).
 - ii When someone other than a medical attendant or person designated by the Government of Nunavut Department of Health accompanies the employee or their dependant, where applicable, they shall be the spouse, the parent or another person designated by the employee.
- d. In the case of an employee being the escort for a member of their immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under Clause 20.10, will not be granted for this escort duty.

- e. **When an employee is approved to be a medical escort, the employee may be entitled to special leave pursuant to Article 19.02(b)(i)(c).**
- f. The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- g. This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Nunavut or by another employer.

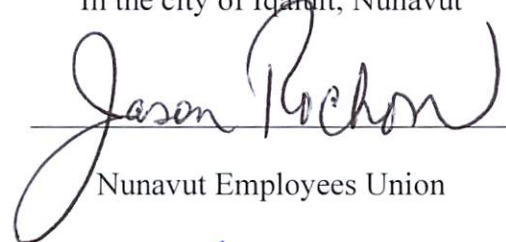
PROPOSAL: AGREED TO LANGUAGE

Signed on the 11 day of ^{Sept}~~August~~ 2025,
In the city of Iqaluit, Nunavut



Government of Nunavut

Signed on the 14th day of ^{September}~~August~~ 2025,
In the city of Iqaluit, Nunavut



Nunavut Employees Union



Public Service Alliance of Canada

ARTICLE 21 – OTHER TYPES OF LEAVE

21.01 Court Leave

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 and the jury selection process; 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.

21.02 Public Service Leave

(a) An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

- (i) to serve as a Justice of the Peace;
- (ii) to serve as a Coroner; or
- (iii) to participate in a public inquiry.

(b) An employee, other than an employee on leave of absence without pay or under suspension, may be granted leave with or without pay for a period of up to a maximum of fifteen (15) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Public service work for the purposes of this clause is limited to:

- (i) participation in firefighting and search and rescue training and missions;
- (ii) serving on a government board, such as the Workers' Safety and Compensation Commission, or the Liquor Licensing Board;
- (iii) serving on a co-management board or other Institute of Public Government board established under the Nunavut Land Claims Agreement;
- (iv) serving on a municipal council or committee; or
- (v) participating in Federal/Territorial/Municipal consultation forums;
- (vi) attending a course in civil defense training including Canadian Ranger exercises, training and missions.

(c) The public service leave described in article 21.02(b) will be either with or without pay depending on the following circumstances:

- (i) where the employee receives an honorarium for the public service that is equal to or greater than the daily rate of pay, public service leave is granted without pay;
- (ii) where the employee is entitled to an honorarium which is less than the daily rate of pay, public service leave will be granted with pay, but the employee must relinquish the entitlement to any honorarium;
- (iii) where an honorarium is not received, leave is granted with full pay.

21.03 Injury on Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Safety and Compensation Commission that they are unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of their employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment; if the employee agrees to pay the Government of Nunavut any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or their agent has paid the premium.

21.04 **Maternity Leave**

- (a)
 - (i) An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of their pregnancy and, subject to Section (ii) of this clause, shall, twelve (12) weeks before the expected date of the termination of their pregnancy be granted leave without pay for a period ending not later than seventeen (17) weeks after the date of the termination of their pregnancy. The employee may apply to Compensation and Benefits Division, Department of Finance and they shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.
 - (ii) The Employer may:
 - a. upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of their pregnancy;
 - b. grant maternity leave without pay to an employee to commence earlier than twelve (12) weeks before the expected termination of their pregnancy;
 - c. where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
 - (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".
- (b)
 - (i) After completion of 6 months continuous employment, an employee who provides the Employer with proof that they have applied for and is in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance.
 - (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
 - a. that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;

- b. that they will return to work on the date of the expiry of their maternity leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that they are indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, except in the case of a subsequent maternity leave without pay during this six (6) month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay. Where an employee takes a subsequent maternity leave without pay, and does not work for this entire six (6) month period, any amount of the six (6) month period which is not worked will be added to the period which the Employee is required to work, according to clause 21.04(b)(ii), after the subsequent maternity leave without pay.
- (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of their return, from maternity or adoption leave without the consent of the employee, the Employer and the Union.
- (c) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
 - (i) For the first week, a payment equivalent to 93% of their weekly rate of pay. For up to a maximum of an additional sixteen (16) weeks, payments equivalent to the difference between the unemployment insurance benefits they are eligible to receive and 93% of their weekly rate of pay;
 - (ii)
 - a. for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the maternity leave.
 - b. for a part-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
 - (iii) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
 - (iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
 - (v) Where an employee 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 Clause 21.04(c)(i), the payments shall be adjusted accordingly.
- (d) Further, when a pregnant employee produces a statement from their physician that their working condition may be detrimental to their health or that of the fetus, the employer will either change those working conditions where that is reasonable within their operational

requirements or allow the employee to take leave of absence without pay for the duration of their pregnancy.

21.05 **Emergency Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances. Such leave will not be unreasonably denied.

21.06 **Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care or custody of their newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, **or the employee has commenced a customary adoption**, they shall be granted parental leave without pay for one of the following periods:
 - (i) a single period of up to thirty-five (35) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
 - (ii) a single period of up to sixty-one (61) consecutive weeks if they are entitled to receive, and have opted for, the Extended Parental Benefits available under the Canada Employment Insurance Act. This leave without pay shall be taken during the seventy eight (78) week period immediately following the date the child comes into the employee's care and custody.
- (b) An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, **or customary adoption**, the employee shall notify the employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed. **For the purposes of customary adoption, proof of guardianship must be provided by the local child welfare authority.**
- (c) Leave granted under Clause 21.06(a) shall be counted for the calculation of "continuous employment" and "continuous service."
- (d) After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that they have applied for and is in receipt of parental benefits pursuant to the Employment Insurance Act shall be paid a parental leave allowance.
- (e) An applicant under Clause 21.06(d) shall sign an agreement with the Employer providing:
 - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
 - (ii) that they will return to work on the date of the expiry of their parental leave without pay unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work in accordance with the provisions of Clause 21.06(e), except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that they are indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month

period, except in the case of a subsequent parental leave without pay during this six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months they have returned to work. Where an employee takes a subsequent parental leave without pay, and does not work for this entire six (6) month period, any amount of the six (6) month period which is not worked will be added to the period which the Employee is required to work, according to clause 21.06(e), after the subsequent parental leave without pay.

- (g) For the period of parental leave without pay taken by an employee who has not take maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to one of the following:
 - (i) 93% of the employee's weekly rate of pay for the first week, and for an additional thirteen (13) weeks payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay provided the employee is entitled to receive , and has opted for, the Standard Parental Benefit under the Canada Employment Insurance Act; or
 - (ii) 71% of the employee's weekly rate of pay for the first week, and for an additional sixteen (16) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 71% of the employee's weekly rate of pay provided the employee is eligible to receive, and has opted for, the Extended Parental Benefit under the Canada Employment Insurance Act.
- (h) For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to one of the following:
 - (i) the difference between the employment insurance benefit they are eligible to receive and 93% of the employee's weekly rate of pay for a period of fourteen (14) weeks, provided the employee is eligible to receive, and has opted for, the Standard Parental Benefit under the Canada Employment Insurance Act.
 - (ii) the difference between the employment insurance benefit they are eligible to receive and 71% of the employee's weekly rate of pay for a period of seventeen (17) weeks, provided the employee is eligible to receive, and has opted for, the Extended Parental Benefit under the Canada Employment Insurance Act.
- (i) For a full-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (j) For a part-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the prorated weekly rate of pay to which they are entitled for the job evaluation prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- (k) Employees shall have no vested right to payments under this Clause 21.06 except to payments during the period of unemployment as specified in this Clause.

- (l) For an employee couple, both of whom are employed by the Employer, the combined period of maternity leave and shared parental leave without pay shall be one of the following:
 - (i) a period, in conjunction with maternity leave, not exceeding a total of fifty-two (52) weeks; or
 - (ii) a period, in conjunction with maternity leave, not exceeding a total of seventy eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada Employment Insurance Act.
- (m) Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave. The combined period of maternity and parental leaves without pay shall be one of the following:
 - (i) a period not exceeding a total of fifty-two (52) weeks; or
 - (ii) a period not exceeding a total of seventy-eight (78) weeks provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada Employment Insurance Act.
- (n) When parental leave is taken by an employee couple, both of whom are employed by the Employer, the parental leave allowance payments for both employees combined and the parental leave periods for both employees combined shall be one of the following:
 - (i) parental leave allowance payments not exceeding a total of fourteen (14) weeks for both employees combined, and parental leave without pay taken by an employee couple not exceeding a total of thirty-five (35) weeks provided the employee couple is entitled to receive, and has opted for, the Standard Parental Benefit available under the Canada Employment Insurance Act.
- (o) Once an employee has chosen either the Standard Parental Leave Benefit or the Extended Parental Leave Benefit under the Canada Employment Insurance Act, this choice cannot be revoked or changed. In the case of an employee couple, both employees must choose the same option under the Canada Employment Insurance Act.

21.07 Leave Without Pay for Relocation of Spouse

- (a) The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an indeterminate employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the indeterminate employee's headquarters area. If the indeterminate employee does not obtain another position within the one (1) year period, the indeterminate employee shall cease to be an employee at the end of approved period of leave without pay.
- (b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave, which is for a period of more than three (3) months, shall not be counted for pay increment purposes.

21.08 Inuit Qaujimajatuqangit Leave

Subject to operational requirements, leave with pay may be granted on very short notice, to a maximum of **three (3)** days per year to an employee in order to engage in Inuit cultural

pursuits, including but not limited to traditional hunting, fishing or harvesting. Such leave shall not be unreasonably withheld.

21.09 **Compassionate Care Leave**

- (a) Compassionate Care leave provides employees the opportunity to balance their work and family life by taking reasonable unpaid leave for certain reasons.
- (b) Indeterminate employees are entitled to Compassionate Care leave – a leave of absence from employment up to eight (8) weeks without pay to provide care or support to a family member.

Definitions

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

Application of Leave

- (e) Employees will be required to provide a medical certificate from a qualified medical practitioner supporting the leave period request. A certificate from another medical practitioner, such as a nurse practitioner, will be acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- (f) The medical certificate will confirm that the member of the family is gravely ill with a significant risk of death within 26 weeks (6 months) and that the care of one or more family members is required to:
 - (i) provide for psychological comfort or emotional support;
 - (ii) arrange for care provided by a third party provider (e.g. a health care professional);
or
 - (iii) directly provide or participate in the care.
- (g) Employees requesting Compassionate Care leave will be required to complete a Compassionate Care leave form coordinated by the Employer and provide confirmation that they qualify for Employment Insurance benefits along with a medical certificate from a qualified medical practitioner supporting the leave period request.
- (h) An employee shall notify the Employer, in writing, of the commencement date of the leave.

- (i) Compassionate Care leave without pay not exceeding more than eight (8) weeks may be shared by two or more employees of the same family working for the Employer.
- (j) Any designated paid holiday occurring during the Compassionate Care leave period shall be considered leave without pay.
- (k) An employee approved for Compassionate Care leave will not have their position offered to another employee unless the Employer offers the employee an alternative equivalent position in the community.
- (l) The Employer will not dismiss, suspend, lay-off, demote or discipline an employee because they have applied and been granted Compassionate Care leave of absence.

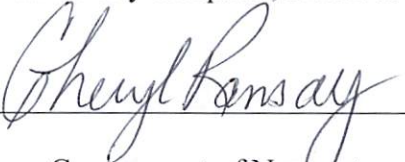
21.10 **Family Abuse Leave**

- (a) The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety, and security.
- (c) This leave may be taken as consecutive days, as single days, or as half a day, with request for approval being sought as soon as is reasonably possible.
- (d) This leave will be in addition to existing leave entitlements. **An Employee shall be entitled to additional unpaid Family Abuse Leave of up to fifteen (15) weeks in a calendar year, to be taken in one continuous period.**
- (e) There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.
- (f) All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- (g) An employee shall not be eligible for Family Abuse Leave if the family abuse is committed by the employee.

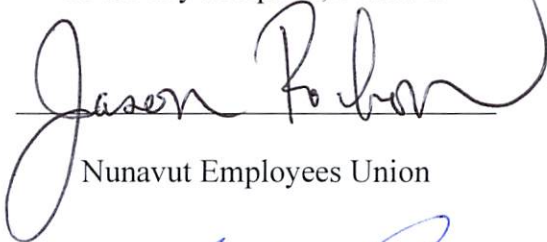
ARTICLE 21 – OTHER TYPES OF LEAVE

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 22 – HOURS OF WORK

22.01 Day Work

(a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard 37.5 weekly hours are:

- i. The standard daily hours will be seven and one-half (7 ½) consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
- ii. The standard yearly hours will be one thousand nine hundred and fifty (1950).
- iii. The standard daily hours are exclusive of a minimum half (1/2) hour lunch period scheduled as close as possible to mid-day.
- iv. There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

(b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty (40) weekly hours are:

- i. The standard daily hours will be eight (8) consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.
- ii. The standard yearly hours will be two thousand and eighty (2080).
- iii. The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
- iv. There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

(c) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under those portions of Appendix B specified as standard forty-two (42) weekly hours are:

- i. The standard yearly hours will be two thousand, one hundred and eight-four (2184).
- ii. The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.
- iii. There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

22.02 Shift Work

Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:

- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least fourteen (14) days notice of any change.
- (b) The daily shift hours will be no more than sixteen (16) hours.
- (c) The number of consecutive shift days of work shall be no more than seven (7) days.
- (d) The number of consecutive days of rest between shifts shall be no less than two (2) days.
- (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
- (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 15.01(a) by the daily shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clauses 15.05(a) and (b); and

The following provisions of Article 15 shall not apply to employees covered by Clause 22.02:

15.01(a), 15.02, 15.03, 15.04, 15.05(c).

22.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

- (a) The Employer shall:
 - i. avoid excessive fluctuations in hours of work; and
 - ii. post a schedule no less than fourteen (14) calendar days in advance to run for at least twenty-eight (28) calendar days;
- (b) The Employer shall make every reasonable effort to:
 - i. give employees every second Saturday and Sunday off, ensuring a minimum of forty-eight (48) consecutive hours off duty;
 - ii. schedule at least two (2) consecutive days off; and
 - iii. not schedule more than one (1) shift in any twenty-four (24) hour period.
- (c) When an employee works two (2) shifts in any calendar day:
 - i. one of the shifts shall be deemed overtime; and
 - ii. except in an emergency an employee may not work more than two (2) consecutive shifts.
- (d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay

shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

22.07 **Flexible Hours**

At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 20:00. This is subject to operational requirements.

22.08 **Compressed Work Week**

At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

- (a) Over a period of twenty-eight (28) calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours.
- (b) The Employer's agreement will be granted only where operational requirements continue to be met.
- (c) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.
- (d) A schedule of hours of work for the compressed workweek will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this Collective Agreement.
- (e) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.
- (f) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.

22.09 **Employee Scheduled Work**

- (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.
- (b) Where these employees work more than the standard hours of work over a period of twenty eight (28) calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
- (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the employer. They must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of fifteen (15) times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than fifteen (15) times the standard daily hours of work 7.5 or 8. There shall be no carry over of those hours from one fiscal year to the next.
- (e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
- (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 15.
- (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of fourteen (14) days notice.

22.10 **General Rules**

Employees are entitled to one 15 minute paid rest period in every period of 4 or 3.5 consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.

22.11 **Mandatory Rest Periods**

- (a) **If an employee is scheduled to have an unpaid meal period during the Employee's regularly scheduled work day, and the Employee is approved by the Employer to work during some or all of the Employee's unpaid meal period, the employee shall be given the time not taken later in the Employee's regularly scheduled work day. If this is not possible, the employee will be paid at the applicable overtime rate for the time not taken. An application for overtime that was not pre-approved due to operational requirements shall not be unreasonably denied.**
- (b) **An employee who:**
 - i. **is recalled back to a place of work for a specified duty under Article 26 (Call-Back Pay); or**

- ii. is required to return to work while on standby under Article 28 (Standby Pay); or
- iii. is directed to report for work under Article 25 (Reporting Pay); or
- iv. works overtime contiguous to the employee's regularly scheduled shift, shall have a minimum of an eight (8) hours of uninterrupted rest period before reporting for any regularly scheduled work day or shift without loss of regular earnings.

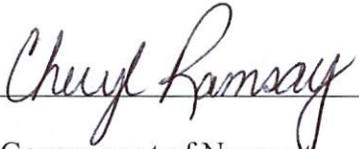
- (c) When the eight (8) hour rest period extends into the next regularly scheduled shift, the employee shall work their seven and a half (7.5) or twelve (12) hour shift starting at the end of the rest period, provided that useful work in the employee's position can be performed in a safe manner for the entire shift, including safely returning home. Where it is not possible to perform useful work in the employee's position for the entire shift in a safe manner, the employee will not be expected to remain at work and will be compensated for the entire shift.

Overtime rates will not apply to this regular shift. This clause does not apply to an employee whose shift in a different position begins before the end of the rest period.

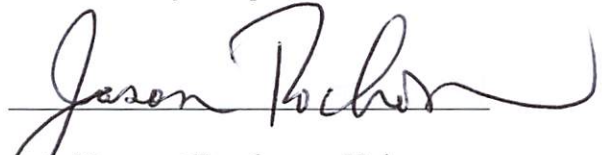
- (d) Notwithstanding 22.11 (b), employees required to work during off duty hours under Article 28.02 (Telephone and Electronic Consultation) shall not be entitled to the prescribed rest period outlined in 22.11 (b) unless the Electronic Call-Back is for a period greater than one (1) hour.
- (e) With regard to Telephone and Electronic Consultation (article 28.02) for a period of less than one (1) hour, extenuating circumstances may arise wherein employees may be entitled to the prescribed rest period outlined in 22.11(b), should the nature or frequency of the phone call(s), email(s), or other electronic means be deemed necessary by the Employer.
- (f) The employee in the above situations shall make all reasonable attempts to advise their supervisor of the fact that the employee will not be reporting for duty at the scheduled time.
- (g) Notwithstanding 22.11 (b), due to emergencies or legislative requirements, where an employee cannot be provided with eight (8) consecutive hours of rest, the employee shall be paid at two times (2X) the employee's base salary for all hours worked during what would have been the eight (8) hour rest period, provided the employer has requested the work.
- (h) No employee shall be scheduled more than sixteen (16) consecutive hours, except under exceptional conditions such as emergencies, severe weather events or due to legislative requirements. Where an employee is required to work beyond sixteen (16) consecutive hours without eight (8) consecutive hours of rest in accordance with 22.11(b), the employee shall be paid at two-and-a-half times (2.5X) the employee's base salary for all hours worked beyond sixteen (16) consecutive hours and shall then be provided eight (8) consecutive hours of rest.

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 23 – OVERTIME

23.01 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by them subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated communities, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;
- (b) the employee does not control the duration of the overtime work.

23.02 Employees shall record starting and finishing times of overtime on a form determined by the employer.

23.03

(a) **The Employer shall make every reasonable effort to offer overtime opportunities equitably to qualified employees within the operational unit, on a rotating basis starting with the qualified employee with the most continuous service and thereafter in descending order of continuous service, in accordance with the following:**

- (i) **First, to indeterminate and term employees in the operational unit;**
- (ii) **Second, to casual employees in the operational unit;**
- (iii) **Third, to qualified employees outside the operational unit who are readily available;**
- (iv) **Fourth, to agency staff.**

(b) The employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.

(c) An employee may, for cause, refuse to work overtime, providing they place their refusal in writing.

(d) Notwithstanding the permission granted by the Employer to engage in business or employment outside their regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.

23.04

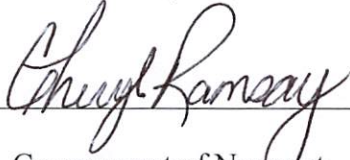
(a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

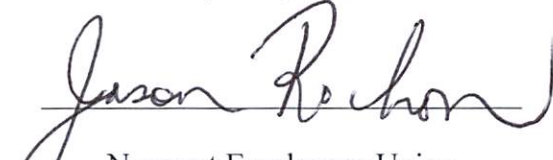
- (i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.04 (b)(ii);
 - (ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
 - (iii) In lieu of (i) and (ii) above the employee may request and the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. An employee may accumulate up to 150 hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over 150 shall be paid in accordance with (i) and (ii) above. Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed 150 hours. All amounts carried over to a new fiscal year and not liquidated by August 31 shall be paid out in the first pay in October in the new fiscal year.
 - (c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed their last regular shift, and
 - (d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift
- 23.05 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the employee hours of work.
- 23.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with the Duty Travel Article (Article 41).
- 23.07 Employees will submit requests for payment of overtime within four (4) pay periods of the pay period in which the overtime was worked. Employees shall not be denied approved requests for payment of overtime that are submitted after these four (4) pay periods.

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

Article 24.13 – Inuktitut Language Allowance

24.13 Inuktitut Language Allowance

Based on the Government of Nunavut's goal of making the Inuktitut language the working languages of the public service, employees who demonstrate proficiency in and use the Inuktitut Language in the workplace will be paid an allowance based on their proficiency level. The allowance shall be paid in accordance with the following:

1. Level One

Employees who speak an Inuktitut language shall be paid an Inuktitut Language Allowance of \$2,000 per year, paid biweekly.

2. Level Two

Employees who additionally read and write as well as speak an Inuktitut language shall be paid an Inuktitut Language Allowance of \$3,000 per year, paid biweekly.

3. Level Three

Employees who possess an expert level of skill in an Inuktitut language and have a professional working ability in advancing the Inuktitut languages as the working languages of the public service, including employees who are assigned duties of translation and interpretation in their job descriptions, shall be paid an Inuktitut Language Allowance of \$6,000 per year, paid biweekly.

- 4. The language proficiency of GN employees will be assessed through an Inuktitut Language test. Inuktitut Language proficiency assessment results will be required as proof of language proficiency at those all levels. The administrator of such test shall be a person who is fluent in the dialect of the language being tested.**
- 5. An employee who requests that a test be administered to qualify for the the allowance shall be given such test within six (6) months of the request. Should the test not be administered in such period of time, the employee shall be paid the allowance until such test can be administered.**

Inuktitut Language Training

- 6. The Employer shall make Inuktitut languages training available to all employees. Time spent in such training shall be considered regular hours worked.**

Bilingual Allowance

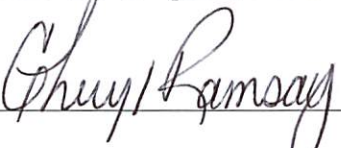
- 7. Employees who are required by the Employer to use two or more of the official languages of Nunavut in the performance of their jobs shall be paid a Bilingual**

Allowance of \$1,500 per year, paid biweekly but in no case shall an employee be paid the allowance under both 24.13 (1, 2 and 3) and 24.13 (7).

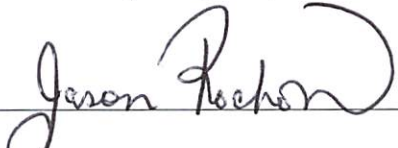
8. An employee may be required to demonstrate proficiency in the language that is not their first language. Should the Employer require language testing, it shall be administered within six (6) months of the hiring or transfer of the employee to the position. Should the test not be administered in such period of time, the Employee shall be paid the allowance until such test can be administered.

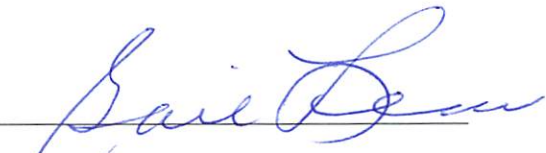
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 16th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 26 – CALL BACK PAY

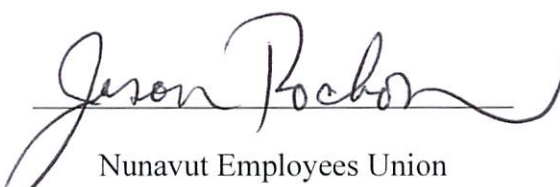
- 26.01 "Call Back" means calling of an employee to duty after they have reported off duty and before they are next scheduled for work. Employees designated for standby duty under Article 28 shall not be eligible for call back.
- 26.02 When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.03
- (a) When an employee reports to work overtime for which they have been recalled under the conditions described in Clause 26.02 and is required to use transportation services other than normal public transportation service, they shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of **ten dollars (\$10.00)**.
 - (b) Where the employee uses their personal motor vehicle, they shall be paid the appropriate distance rate specified in Article 41.
- 26.04
- (a) **The Employer shall make every reasonable effort to offer call back opportunities equitably to qualified employees within the operational unit, on a rotating basis starting with the qualified employee with the most continuous service and thereafter in descending order of continuous service, in accordance with the following:**
 - (i) **First, to indeterminate and term employees in the operational unit**
 - (ii) **Second, to casual employees in the operational unit**
 - (iii) **Third, to qualified employees outside the operational unit who are readily available.**
 - (iv) **Fourth, to agency staff**

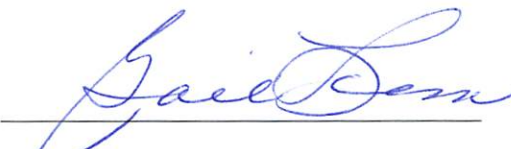
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 28 – STANDBY PAY

28.01

- (a) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of **forty dollars (\$40.00)** for each eight (8) consecutive hours or portion thereof that they are on standby, except on their days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, they shall be paid **fifty dollars (\$50.00)**.

- (b) An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.

Standby (except for telephone or electronic communications)

- (d) During a period of standby of eight (8) consecutive hours or portion thereof, an employee on standby who is required to report for work (except for telephone or electronic communications) for the first time shall be paid, in addition to the standby pay, either the appropriate overtime rate for all hours worked, or a minimum of four (4) hours pay at the straight time rate, whichever is greater. If the employee is required to report for work (except for telephone or electronic communications) for a second or subsequent time during that standby period, the employee shall receive the appropriate overtime rate for all hours worked on the second or subsequent reporting to work.
- (e) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

28.02 **Telephone and Electronic Consultation**

Employees who are required to provide professional services over the telephone, or through electronic communications while on stand-by (without returning to the workplace) shall be entitled to a minimum of 15 minutes' pay for a telephone call or electronic communication received between 0700 hours and 2300 hours and 30 minutes' pay for a telephone or electronic communication call received between 2300 hours and 0700 hours, at time and one-half times (1 ½) their regular straight time hourly rate, or equivalent time in lieu, per telephone call or electronic communication, regardless of the duration of the telephone call or electronic communication. Any additional time spent on the telephone call or electronic communication over and above the initial minimum time shall be

compensated at the same rate in fifteen (15) minute increments. The employee will complete a record of telephone calls or electronic communications on a form following the period of the telephone call or electronic communication. A telephone call or electronic communication received during a period for which one of the minimums is payable as a result of an earlier telephone call or electronic communication will be treated for those purposes as a continuation of that earlier telephone call or electronic communication.

28.03 When an employee on standby is required to report for work, they shall be reimbursed transportation costs as follows:

- (f) Actual cost of commercial transportation each way not to exceed **ten dollars \$10.00** without the production of a receipt;
- (g) Where they use their privately owned motorized vehicle, the appropriate distance rate specified in Article 41.

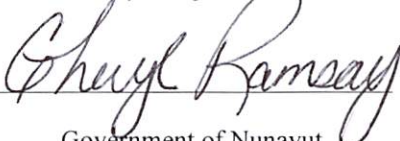
28.04 Subject to operational requirements and where there is cause, employees may refuse to be on standby during off-duty hours.

28.05

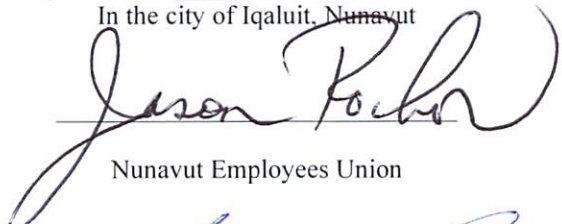
The Employer shall make every reasonable effort to offer standby pay opportunities equitably to qualified employees within the operational unit, in accordance with the following:

- (i) **First, to indeterminate and term employees in the operational unit**
- (ii) **Second, to casual employees in the operational unit**
- (iii) **Third, to qualified employees outside the operational unit who are readily available.**
- (iv) **Fourth, to agency staff.**

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 33

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.01 Performance Review

The purpose of performance reviews is to assess an employee's performance over the past year, and to address both Employer and employee expectations for the future. It provides an opportunity for both the Employer and employee to review the past year's accomplishments and to establish measurable goals for the following year. Further, it encourages open discussion of individual achievement in the context of career development, employer goals and priorities.

- (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate only that its contents have been read and understood.
- (b) An employee has the right to make written comments to be attached to the formal review and may use the grievance procedure in Article 35 to correct any factual inaccuracies in their performance review.
- (c) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and every effort shall be made to develop the career potential of the employee through in service training, retraining or any other facets of career development which may be available.
- (d) Prior to the formal review, the employee shall be given:
 - (i) an explanation of the process which will be used for the review; and,
 - (ii) any forms and written documents which provide instructions to the person conducting the review.

Personnel File

- 33.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter. **The Employer shall keep only one (1) Personnel file for each employee.**
- 33.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after twelve (12) months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 33.04 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.

ARTICLE 33

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

PROPOSAL: AGREED TO LANGUAGE

Signed on the 07 day of May 2025,

In the city of Iqaluit, Nunavut

Cheryl Ramsay
Government of Nunavut

Signed on the 7th day of May 2025

In the city of Iqaluit, Nunavut

Jason Rochon
Nunavut Employees Union
Gail Lem
Public Service Alliance of Canada

ARTICLE 35 – ADJUSTMENT OF DISPUTES

35.01

- (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
 - (i) By the interpretation or application of:
 - a. a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
 - b. a provision of this Collective Agreement or Arbitral Award.
 - (ii) Disciplinary action resulting in demotion, suspension, or a financial penalty.
 - (iii) Dismissal from the Public Service.
 - (iv) Letters of discipline placed on personnel file.
- (b) The procedure for the final resolution of the grievances listed in (a)(i) above is as follows:
 - (i) Where the grievance is one which arises in circumstances outlined in (a)(i)a. or in (iv), the final level of resolution is to the Minister responsible for the *Public Service Act*.
 - (ii) Where the grievance is one which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.
 - (iii) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.

Pre-grievance Meeting

35.02

- (a) **The parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer so that problems may be resolved without recourse to a formal grievance**

- (b) **Before filing a grievance under Article 35.08, an employee seeking to grieve a matter referred to in Article 35.01, with the exception of discipline or discharge, may raise the matter with their Supervisor. A meeting will be convened between the employee, who may be represented by the Union, and the supervisor. It is agreed and understood that the supervisor may be a member of the bargaining unit and that this will not serve as a reason for the Employer to seek the removal of the supervisor from the bargaining unit. The supervisor may be assisted at the meeting by Employee Relations.**
- (c) **The meeting will take place within fourteen (14) calendar days-of the matter being raised, unless otherwise agreed by the Union and the Employer.**
- (d) **The employee and the supervisor will attempt to resolve the matter and if unsuccessful, the Union may file a grievance under Article 35.08. It is understood that if the employee's supervisor is unable to attend the meeting within the fourteen (14) calendar day period, another supervisor shall attend in their place.**

35.03 Types of Grievances

- (a) **An Individual employee, who has a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, including discipline, can bring forward the grievance as per Article 35.01 and may be assisted and/or represented by the Union. at any level.**
- (b) **Grievors in a Group Grievance must have the approval of and be represented by the Union. The Union will define the group of employees on whose behalf the grievance has been submitted. It is understood that the Union will not present a series of Individual grievances in preference to defining a group of employees and submitting a Group Grievance.**
- (c) **At any time, the Union may bring forward a Policy grievance on behalf of an individual or the Union concerning the interpretation of the Collective Agreement.**

35.04 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to their immediate supervisor or local officer-in- charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee with a receipt stating the date on which the grievance was received by them.

35.05 An employee may present a grievance to the first level of the procedure in a manner prescribed in Article 35.08 not later than **thirty (30)** calendar days after the date on which they are notified orally or in writing or on which they first became aware of the action or circumstances giving rise to the grievance.

However, where an employee has participated in a Pre-Grievance meeting, the deadline for filing the grievance may be extended by the length of the Pre-Grievance process.

35.06 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.

35.07 **No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee or group of employees to abandon their grievance or refrain from exercising their right to present a grievance as provided in the Collective Agreement.**

35.08 **Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:**

(a) Initial Level (First Level of Management)

- (i) A problem-solving meeting in which the individual employee has the right of representation from the Union, and the manager has the right of consultation with the Employee Relations Division.**
- (ii) The Employer shall reply to an individual employee's grievance at Level 1 of the grievance procedure, within fourteen (14) calendar days after the grievance is referred. If the matter is not resolved at Level 1, it may be referred to the Final Level within fourteen (14) calendar days.**

(b) Final Level (Deputy Head)

- (i) A meeting shall be held within thirty (30) calendar days of the grievance being referred, at which the Deputy Minister, or designate, has the right of consultation with the Employee Relations Division, and in which they shall**

hear the individual employee, who has the right of representation from the Union.

- (ii) The Deputy Minister or their designate shall provide their written reasoned decision, within thirty (30) calendar days of the meeting.**

35.09 Group Grievance

Process for Grievances under 35.08 (a):

(a) Level 1 – First Level of Management

- (i) A problem-solving meeting in which the group of employees shall be represented by the Union and in which the manager may be advised by the Employee Relations Division.**
- (ii) When a group of employees has requested a meeting in relation to a grievance at Level 1, the problem-solving meeting shall be held within thirty (30) calendar days of the Employer's receipt of the grievance. If the matter is not resolved at Level 1, it may be referred to the Final Level within thirty (30) calendar days.**

(b) Final Level – Deputy Minister

- (i) A meeting that shall be held within thirty (30) calendar days of the grievance being referred and at which the group of employees shall be represented by the Union and at which the Deputy Minister may be advised by the Employee Relations Division. The Deputy Minister or their designate shall provide their written reasoned decision within thirty (30) calendar days.**

35.10 Policy Grievance

Process for Grievances under 35.08 (b):

- (i) Policy grievances shall be presented by the Union in the first instance to the Employee Relations Division for investigation not later than sixty calendar (60) days after the date on which the Union was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance. Any such grievances not resolved in that investigation shall be heard at a meeting with the Deputy Minister of Human Resources within a further sixty (60) calendar days of the presentation of the grievance for investigation.**
- (ii) When the Deputy Minister of Human Resources or their designate has heard such a grievance they shall provide their written reasoned decision within thirty (30) calendar days.**

35.11

- (a) **Discussions and resolutions shall not be considered precedent setting to the Collective Agreement or the grievance process.**
- (b) **There shall be full disclosure by the Parties of all facts and consideration pertinent to the grievance at each stage and level of the grievance process.**
- (c) **If the grievance concerns the application of the Collective Agreement, the employee must be represented by the Union.**

Suspension and Discharge

35.12 Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised, in writing, twenty-four (24) hours in advance of the meeting. The employee will be provided with an overview of the circumstances giving rise to the meeting and of the employee's right to have a representative of the Union at the meeting. The employee will be notified that they will be given an opportunity to provide a response to all matters discussed at the meeting.

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

35.13 No employee shall be dismissed without first being given notice in writing together with the reasons **for the dismissal**. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.

General Rules

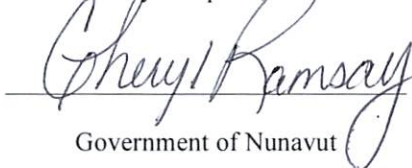
35.14 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

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

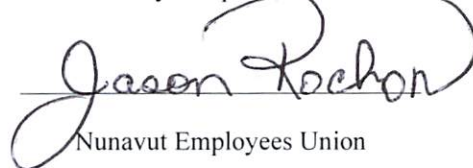
- 35.16 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 35.17 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.
- 35.18 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 35.19 An employee may, by written notice to the Deputy Head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, their withdrawal has the endorsement, in writing, of the Union.
- 35.20 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 35.21 Any remedy resulting from a negotiated resolution or mediated settlement shall be implemented within thirty (30) calendar days.
- 35.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 35.23 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

PROPOSAL: NEW LANGUAGE

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union

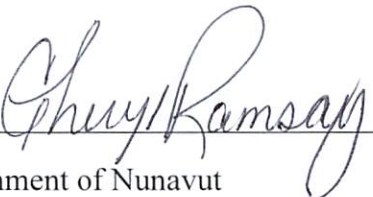

Public Service Alliance of Canada

ARTICLE 36 - CONTRACTING OUT

- 36.01 **No employee shall be laid off as the result of the contracting out of bargaining unit work.** ~~The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.~~
- 36.02 The Employer will schedule a meeting with the Union to seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.

Signed on the 11 day of September 2025,

In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,

In the city of Iqaluit, Nunavut


Nunavut Employees Union

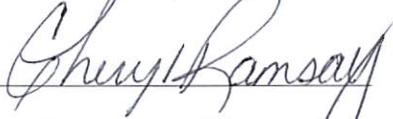

Public Service Alliance of Canada

ARTICLE 37 – SUPERANNUATION AND BENEFITS

- 37.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all members of the Bargaining Unit.
- 37.02 The Employer will, as a matter of practice, pursue waivers to superannuation benefits arising from termination of employment due to lay-off.
- 37.03 The Employer agrees to continue the past practice with respect to participation in a health care plan unless there is mutual agreement between the parties to change the practice or the plan.
- 37.04 The Employer shall provide, at no cost to the employees, the Nunavut Employees Union Dental Plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement:
- (a) Deductibles per benefit year to decrease to as follows:
 - (i) For single coverage, fifteen dollars (\$15.00) per benefit year.
 - (ii) For family coverage, thirty dollars (\$30.00) per benefit year.
 - (b) Periodontic reimbursement to 60%.
 - (c) “Major Dental Services” category reimbursement to increase to 60%.
 - (d) Annual maximum reimbursement (excluding orthodontic services) is two thousand dollars (\$2000) per benefit year.
- 37.05 ~~The Employer shall advise the Union prior to any changes made in the plan provider or providers of the health care plan or plans. The benefit levels of the health care plans shall be maintained during the life of the collective agreement. The health care and dental plans, including the benefit levels, shall be maintained during the life of the Collective Agreement unless there is agreement between the Employer and the Union to amend them. The Employer shall advise the Union at least thirty (30) days in advance if any changes to the health care or dental plans, or to the providers of the plans, are contemplated.~~**

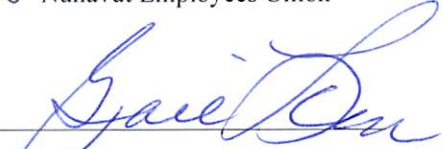
ARTICLE 37 – SUPERANNUATION AND BENEFITS

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 38 - SAFETY AND HEALTH

38.01 The Employer shall make reasonable provision for the safety and health of all its employees during their hours of employment;

- (a) Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Employer.
- (b) It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- (c) All standards established under the Safety Act and Regulations there under shall constitute minimum acceptable practice.

38.02

- (a) The Employer and the Union agree to establish Safety and Health Committees. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
 - (ii) have been selected by the Union.
- (b) The following provisions will apply to the Safety and Health Committees:
 - (i) **Powers of Committee**

A Safety and Health Committee:

- a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
 - b. shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
 - c. shall co-operate with any occupational health service established to serve the work place;
 - d. may establish and promote safety and health programs for the education of the employees represented by the Committee;

- e. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- f. may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g. shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- h. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- i. shall co-operate with safety officers appointed pursuant to the Safety Act;
- j. may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- k. shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.
- l. may make recommendations to the Employer on monitoring and developing of prevention strategies or procedures to reduce the risk of staff abuse.

(ii) Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection 38.02(b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on their request.

(iii) Meetings of Committee

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) Payment of Wages

A member of a Safety and Health Committee is entitled to such time from their work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of their functions as a member of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.

(v) **Limitation of Liability**

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by them in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by them in a conspicuous place or places where they are likely to come to the attention of their employees.

(c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) **Powers of Representative**

A Safety and Health representative:

- a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;
- b. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
- c. shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;
- d. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- e. may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and

- f. shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

A Safety and Health representative is entitled to such time from their work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out their functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.

(iii) Limitation of Liability

No Safety and Health representative is personally liable for anything done or omitted to be done by them in good faith under the purported authority of this section.

(iv) Posting of Name and Work Location

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of their employees, the name and work location of the Safety and Health representative appointed for the work place controlled by them.

38.03 Adverse Weather Conditions

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

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

38.04 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

- (a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their health or safety or

the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy them otherwise or until the Chief Safety Officer or their representative has investigated the matter and advised them otherwise.

- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

38.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

38.06 **Medical Examination**

Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.

38.07 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

38.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

38.09 **Transportation of Injured Workers**

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to their home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

38.10 **Workplace Hazardous Materials Information Systems**

The Employer shall provide MSDS data sheets in each work area which identify in writing presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure. These MSDS sheets shall be available to employees in each work area.

38.11 Video Display Terminals

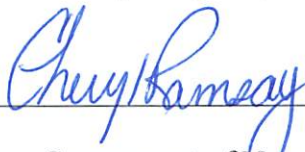
Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a ten (10) minute break away from the VDT after each hour of continuous operation.

38.12 Safe Transportation

Where transportation is available, the Employer shall provide safe transportation to and from the workplace when an Employee is required to report or remain at work due to road closures.

PROPOSAL: AGREED TO WORDING

Signed on the 17 day of July 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 15 day of July 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 39 – NUNAVUT NORTHERN ALLOWANCE

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

- (a) Subject to 39.03, the Allowance will be paid bi-weekly as set out in Article 24.02.
- (b) The allowance for casual, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950, 2080 or 2184).
- (c) No allowance will be paid for overtime.

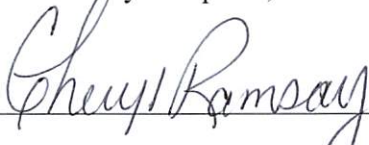
39.02 The Annual rates for Nunavut Northern Allowance are **as follows. There will be overall increases of 2% effective January 1, 2026, followed by 3% effective January 1, 2027. the greater of the Conference Board of Canada rate, adjusted to include the 1.75 times the GN negotiated airline rates for all communities, or the current NNA rate, effective April 1, 2022.**

Communities	Northern Allowance	Effective Jan. 1, 2026 (+2%)	Effective Jan. 1, 2027 (+3%)
Arviat	\$ 22,178	\$ 22,622	\$ 23,300
Baker Lake	\$ 24,281	\$ 24,767	\$ 25,510
Chesterfield Inlet	\$ 23,516	\$ 23,986	\$ 24,706
Coral Harbour	\$ 24,747	\$ 25,242	\$ 25,999
Rankin Inlet	\$ 18,517	\$ 18,887	\$ 19,454
Nauyasat	\$ 24,317	\$ 24,803	\$ 25,547
Whale Cove	\$ 21,564	\$ 21,995	\$ 22,655
Arctic Bay	\$ 29,922	\$ 30,520	\$ 31,436
Kinngait	\$ 24,192	\$ 24,676	\$ 25,416
Clyde River	\$ 28,169	\$ 28,732	\$ 29,594
Grise Fiord	\$ 43,588	\$ 44,460	\$ 45,794
Sanirajak	\$ 25,453	\$ 25,962	\$ 26,741
Igloodik	\$ 26,437	\$ 26,966	\$ 27,775
Iqaluit	\$ 16,008	\$ 16,328	\$ 16,818
Kimmitut	\$ 23,047	\$ 23,508	\$ 24,213
Pangnirtung	\$ 24,054	\$ 24,535	\$ 25,271
Pond Inlet	\$ 28,577	\$ 29,149	\$ 30,023
Qikiqtarjuaq	\$ 25,143	\$ 25,646	\$ 26,415
Resolute Bay	\$ 33,043	\$ 33,704	\$ 34,715
Sanikiluaq	\$ 23,673	\$ 24,146	\$ 24,871
Cambridge Bay	\$ 20,891	\$ 21,309	\$ 21,948
Gjoa Haven	\$ 26,345	\$ 26,872	\$ 27,678
Kugaaruk	\$ 27,465	\$ 28,014	\$ 28,855
Kugluktuk	\$ 22,042	\$ 22,483	\$ 23,157
Taloyoak	\$ 30,424	\$ 31,032	\$ 31,963

- 39.03 Indeterminate employees have the option to receive the Nunavut Northern Allowance payment in one lump sum, payable on March 31 after it has been earned. Employees who wish to receive Nunavut Northern Allowance in this manner must notify the Employer prior to March 15 of the previous year. For example, an employee who wishes to receive the Nunavut Northern Allowance as a lump sum payment on March 31, 2008, must notify the Employer of **their** desire to do so by March 15, 2007.
- 39.04 If an employee chooses the lump sum option in Article 39.03 and terminates employment prior to March 31, **they** shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.
- 39.05 Employees who are hired after April 1, and choose the lump sum option in Article 39.03 shall, on March 31, receive the Nunavut Northern Allowance on a prorated basis from the date of hire until March 31.

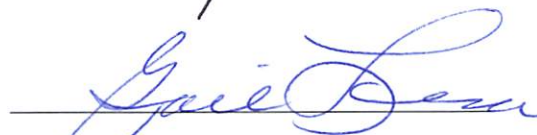
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 41 – DUTY TRAVEL

- 41.01 (a) Where an employee is required and authorized to travel on behalf of the Employer they shall be paid:
- (i) when the travel occurs on a regular workday, as though they were at work for all hours travelled;
 - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (b) For the purpose of this Article, hours travelled includes a one (1) hour (two (2) hours for airports in communities outside of Nunavut and the Northwest Territories) check-in period at airports, bus depots, or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (c) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- (d) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive cash payment at time and one-half (1½T) their rate of pay or be granted the equivalent leave with pay.
- 41.02 An employee who is required and authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

(i) 41.03 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 41.05, 41.07 and 41.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on their claim and justify actual expenses by receipts.

(ii) 41.04 Transportation

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 motorized vehicle (refer to Article 41.11 to 41.15);
- (c) chartered aircraft;

- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel;

(iii) 41.05 Accommodation

- (a) Effective date of signing, Commercial Accommodation (Not Exceeding twenty-five (25) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of Nunavut employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (b) Effective date of signing, Accommodation for Periods in Excess of twenty-five (25) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim fifty dollars (\$50.00) for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy five dollars (\$75.00) for each night within Nunavut.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the non-commercial accommodation allowance referred to in Clause 41.05(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

(iv) 41.06 Meals and Incidental Expenses

- (a) Expenses claimed under this heading are for the cost of meals consumed

For periods of duty travel not exceeding twenty-five (25) calendar days, per diems below will be paid. An employee in travel status for a part day only may claim individual meals and incidentals as applicable.

Effective October 1, 2025	Canada/ USA	Yukon/ Alaska	NWT	Nunavut
Breakfast	\$29.05	\$26.40	\$30.05	\$35.05
Lunch	\$29.60	\$33.50	\$35.65	\$41.60
Dinner	\$60.75	\$78.50	\$76.05	\$100.45
Incidentals	\$17.30	\$17.30	\$17.30	\$17.30
Total per Day	\$136.70	\$155.70	\$159.05	\$194.40

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

NOTE:

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond twenty-five (25) calendar days in one location, the maximum amount claimable for meals shall be reduced to twenty dollars (\$20.00) per day inclusive for all days in excess of twenty-five (25) calendar days.
- (c) An employee may not be treated as "in travel status" if they are appointed to the establishment of one head-quarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one (1) day, the amount claimable shall be on the basis of meals only.
- (v) 41.07 Other Expenses

Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from their home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, they shall be reimbursed for a personal long distance call not to exceed ten (10) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of three dollars (\$3.00) 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 fifty dollars (\$50.00).
- (g) employees may be reimbursed for child care expenses if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred, upon provision of receipts and to a maximum of forty-five dollars (\$45.00) per day per child.

(vi) 41.08 Limitations

Notwithstanding Clause 40.07(f), no item of "other expenses" or transportation in excess of eight dollars (\$8.00) will be reimbursed unless it is supported by a receipt.

41.09 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.;
- (d) subject to Clause 41.07(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;

- (f) any losses of money or of personal belongings.

(vii) 41.10 Procedure

- (a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (d) The form will be returned to the claimant along with the cheque for the advance.
- (e) Within ten (10) days of completing the trip, the employee shall submit their claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

(viii) Travel by Privately Owned Motorized Vehicle

- 41.11
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned motorized vehicle for necessary travel on Government business or on removal.
 - (b) The use of a privately owned motorized vehicle shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
 - (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

(ix) 41.12 Entitlements

Subject to Clauses 41.13 and 41.14, the following entitlements are provided:

- (a) where the use of privately owned motorized vehicle is authorized:
 - (i) for the Employer's rather than the individual's convenience - an allowance of 48.5 cents per kilometer for travel within Nunavut and 34.5 cents per kilometer for travel elsewhere;

- (ii) for the individual's rather than the Employer's convenience - an allowance of 22.5 cents per kilometer.

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

- (b) reimbursement for ferry, bridge, road and tunnel
- (c) other travel expenses where applicable.

(x) 41.13 Limitations

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private motorized vehicle on Employer business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the employee's motorized vehicle by reason of using it on Employer business;
- (c) the distance allowance for enroute travel shall be calculated:
 - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed,
 - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

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

(xi) 41.15 Procedure

- (a) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) Upon completion of the trip, the claim shall:
 - (i) be completed by the employee;
 - (ii) be supported by receipts for lodging, etc. (where applicable);
 - (iii) show separately details of:
 - a. enroute kilometrages;
 - b. business kilometrages (if any) in lieu of taxis at destination;
 - (iv) be submitted to the Employer for approval and payment.

(xii) Headquarters Travel

- 41.16 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

(xiii) 41.17 Entitlement

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use their normal means of getting to or from work;
- (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

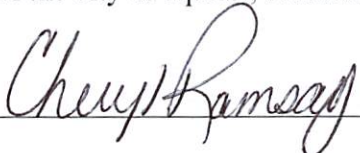
(xiv) 41.18 Limitations

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and their place of duty.

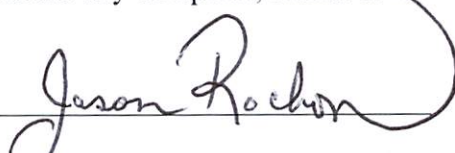
- 41.19 Subject to operational requirements approved medical travel and/or annual leave may be scheduled in conjunction with approved duty travel

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 43 – EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE

Education leave

- 43.01** The Employer recognizes the importance of having a representative workforce and recognizes the vital role of professional development and education leave in the long-term strategic goal of developing a workforce with expertise to deliver quality public services to Nunavummiut.
- 43.02** The Employer and the Union agree that where there is a shortage of workers at the Government of Nunavut and an under-representation of beneficiaries in accordance with Article 23 of the Nunavut Agreement, education leave is a high priority.
- 43.03** With the prior approval of the Employer, an employee with at least three (3) years of continuous service may be granted education leave where an employee wishes to take full-time post-secondary studies for a predetermined period of time at a recognized university, college, vocational, professional or technical institute that is approved by the Employer or take full-time academic upgrading necessary to qualify the employee to enter post-secondary studies.
- 43.04** The Employer recognizes the usefulness of both short-term education leave (for up to six (6) months in duration), and long-term education leave for a period of up to one (1) year with the possibility of renewal by mutual agreement.
- 43.05** Applications for short-term education leave must normally be submitted to the Employer at least four (4) months prior to the date the program is scheduled to commence. In the case of long-term education leave, applications must be received by the Employer prior to a deadline of February 1st for a course scheduled to commence the following September. For courses commencing in the winter or spring term, the deadline for receipt of applications will be September 1st of the previous year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer. If the short-term or long-term education leave involves study at an academic or vocational institution, an employee must show proof of acceptance by the institution prior to commencing the leave.
- 43.06** An employee shall be informed in writing within two (2) weeks of submitting the application whether it has been approved or denied. A denial of the request shall include the reasons for the denial.
- 43.07** An employee may appeal a decision to deny a request for education leave to the Deputy Minister, or may file a grievance.
- 43.08** An employee is eligible for basic assistance when they are granted education leave in order to obtain qualifications that are generally relevant to the present or future requirements of employment in the Public Service. Basic assistance does not include allowance in lieu of salary, but will include tuition and travel costs for the employee. Candidates for long-term education leave will also be entitled to one full relocation out and in of the community of employment in accordance with the relocation guidelines in Article 40.
- 43.09** In addition to the basic assistance described in clause 43.04, an employee on education leave may receive an allowance in lieu of salary in accordance with the following guidelines:
- (a) Where, at the employee's request, the Employer grants short or long-term education leave for the purposes of developing the employee's competencies in the

position, the employee will receive an allowance equivalent to not less than fifty per cent (50%) of their base salary. Recognizing that fifty per cent (50%) of salary may prove a financial burden to employees who will be continuing their studies beyond a one (1) year program, a ten per cent (10%) increase will be added to the allowance in lieu of salary in each consecutive year of study, up to a maximum of eighty per cent (80%).

(b) Where, at the Employer's request, the employee agrees to undertake necessary retraining or participate in a program of study for the performance of essential work, the employee shall receive an allowance equivalent to 100% of base salary.

43.10 Employees who accept Education leave must return to employment with the Government of Nunavut for a period at least equal to the period of Education Leave granted. Government of Nunavut employment during academic breaks is counted towards returned service.

43.11 The employee shall repay the Employer all **financial assistance** paid to them during the education leave or a lesser sum on a pro-rated basis if the employee:

(a) fails to complete the approved program of studies **without justifiable reasons as determined by the Deputy Head;**

(b) does not resume employment with the **Employer except for reasons of death, medical termination or layoff** following completion of the program; or,

(c) ceases to be employed before termination of the period they have undertaken to serve after completion of the program, **except for reasons of death, medical termination or layoff.**

43.12 On completion of the education leave, the **E**mployee shall be returned to their original position in the same community at a basic salary level not lower than the position held immediately prior to the commencement of the leave. In the event that the position has been eliminated or moved to another community, the employee shall be returned to a position that is mutually agreeable both to the employee and Employer but not at a lower rate of pay than the position held immediately prior to the commencement of the leave.

Professional Development Leave

43.13 Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering their professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

(a) a course or workshop given by the Employer;

(b) a course or workshop offered by a recognized institution or instructor;

(c) a research program carried out in a recognized institution;

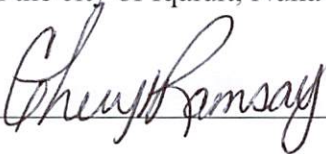
(d) a conference, symposium, seminar, convention or study session in a field related to the employee's work.

(e) a course or workshop necessary for the employee to achieve or maintain a certification or professional designation relevant and/or related to the same field of their profession at the Government of Nunavut.

- 43.14 Requests for professional development leave shall not be unreasonably denied.
- 43.15 An employee shall be informed in writing within two (2) weeks of submitting the application whether it has been approved or denied. A denial of the request shall include the reasons for the denial.
- 43.16 An employee may appeal a decision to deny a request for **professional development leave** to the Deputy Minister, or may file a grievance.
- 43.17 Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if they remain in the community of employment during the activity, and on duty travel if it takes place in another community.
- 43.18 Employees taking professional development shall be reimbursed for all reasonable travel and other expenses incurred by them within two (2) pay cycles of the submission of the reimbursement claim.
- 43.19 **Examination Leave**
- With approval of the Deputy Head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer. Such leave will not be unreasonably withheld.

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 46 - Prevention of Harassment, Discrimination and Violence

- 46.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity or expression**, family status, mental or physical disability, language, political affiliation, marital status and conviction for which a pardon has been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under the Collective Agreement.
- 46.02 The Employer is committed to promoting a work environment, which is free from sexual and personal harassment. The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer will not tolerate sexual and personal harassment in the workplace.
- 46.03 **The Union and the Employer recognize the right of employees to work in an environment free from all forms of workplace harassment, violence and abuse of authority. The Union and Employer agree that workplace harassment, violence and abuse of authority are unacceptable and will not be tolerated in the workplace.**

Definitions

- (a) **Workplace Harassment: Any behaviour that satisfies one or more of the following definitions, whether on a one-time basis or in a series of incidents:**
- (i) **Discrimination: Conduct that constitutes either Personal Harassment or Sexual Harassment and is based on one or more prohibited grounds of discrimination listed in the Nunavut Human Rights Act. The prohibited grounds set out in the Act are race, colour, creed, religion, sex, sexual orientation, gender and gender identity, age, disability, ancestry, ethnic origin, place of origin, citizenship, marital status, family status, pregnancy, lawful source of income, and a conviction for which a pardon has been granted.**
 - (ii) **Personal Harassment: Conduct that is known or ought reasonably to be known to be unwelcomed including through email and/or social media, that can be reasonably considered to have the purpose or effect of violating an individual's dignity and can reasonably be considered to result in creating an intimidating, hostile, degrading, humiliating or offensive environment. Personal harassment does not have to be based on a prohibited ground of discrimination listed in the *Nunavut Human Rights Act*.**

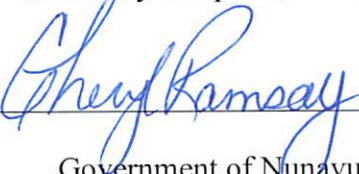
- (iii) **Sexual Harassment:** Sexual conduct that is known or ought reasonably to be known to be unwelcomed including through email and/or social media, that can be reasonably considered to have the purpose or effect of violating an individual's dignity and can reasonably be considered to result in creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual, whether on a one-time basis or in a series of incidents; or that an individual might reasonably perceive as placing a condition of a sexual nature on their employment or on an opportunity for training or promotion.
- (b) **Abuse of authority** occurs when an individual uses the power and authority inherent in their position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion. It does not include reasonable action taken by a manager relating to management and direction of an employee.
- (c) **Workplace violence** involves any incidents where an employee is abused, threatened, or assaulted during the course of their employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.
- 46.04 To prevent **workplace harassment, abuse of authority and violence in the workplace, harassment** and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:
- the prevention of abuse of staff;
 - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 - the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behavior;
 - the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
 - confidentiality of information.
- 46.05 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all confidentiality and dispatch.

- 46.06 **By mutual agreement, the parties may enter into conflict resolution in an attempt to settle a grievance dealing with harassment, workplace violence or abuse of authority.**
- 46.07 **When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the Nunavut Safety Act and any other relevant jurisdictional policies and procedures.**
- 46.08 **The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.**
- 46.09 **It is further recognized that certain employees, while in the workplace may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public. Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition, the Employer shall:**
- (i) provide non-violent crisis intervention training;**
 - (ii) clearly inform employees of the potential for physical violence or verbal abuse from a client, a person in care or in custody, or a member of the public;**
 - (iii) make available immediate defusing, critical incident stress debriefing, and/or post-traumatic counseling to employees who have suffered as a result of workplace violence.**
- 46.10 **The Employer and the Union recognize that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the public service benefiting both the Employer and the employee and are committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the *Nunavut Human Rights Act*. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.**

Strike Out Article 48

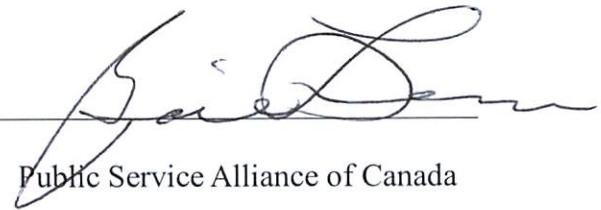
PROPOSAL: AGREED TO WORDING

Signed on the 17 day of July 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 15 day of July 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union

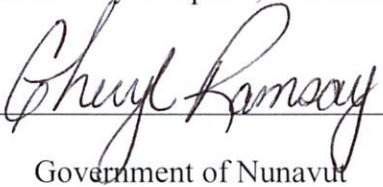

Public Service Alliance of Canada

ARTICLE 48 – VIOLENCE IN THE WORKPLACE

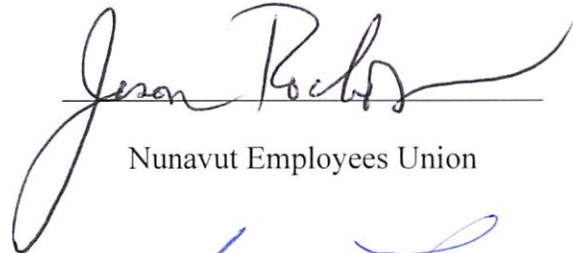
It is agreed that this Article be removed from the Collective Agreement and the remaining Articles be renumbered as necessary.

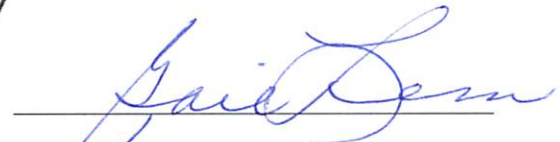
PROPOSAL: DELETION

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

ARTICLE 51 – CASUAL EMPLOYMENT

51.01

- (a) The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment in any particular division or department.
- (b) Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of their employment, except as limited by the eligibility provisions of the health care plan, the Superannuation Plan, the long term disability insurance plan, and the dental plan.
- (c) Should a grievance be filed in relation to 51.01(b), the parties agree to expedited arbitration.**
- (d) Should an employee file a grievance under section 51.01 (b), the anticipated length of casual employment will not be impacted as a result of the grievance, nor shall their rights under Article 35.07 be affected.**

51.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

51.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

- (a) Clause 2.01(e) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of Nunavut which has not been broken by more than twenty (20) working days. Provided always that there will be no systematic release and rehire of casuels into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.
- (b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:
 - i. Article 18 - Entire Article except Clause 18.07.
 - ii. Article 20 - Sick Leave Clauses 20.09 and 20.10.
 - iii. Article 21 - Other Types of Leave - Clauses 21.04 and 21.06(d) through (k).
 - iv. Article 31 - Lay-off.
 - v. Article 37 – Superannuation and Benefits.
 - vi. Article 33 - Employee Performance Review and Employee Files.

- vii. Article 44 - Entire Article.
- viii. Article 39 – clause 39.03.

(c) The following Article in the Collective Agreement shall apply as follows:

- i. Article 15 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

- 51.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of their employment, and shall be provided a one (1) day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.
- 51.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range of the Casual Step set out in Appendix B.

PROPOSAL: NEW WORDING

Signed on the ____ day of September 2025,
In the city of Iqaluit, Nunavut

Signed on the ____ day of September 2025,
In the city of Iqaluit, Nunavut

Government of Nunavut

Nunavut Employees Union

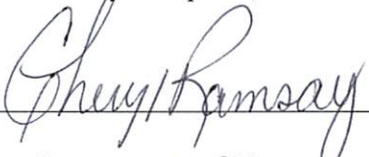
Public Service Alliance of Canada

ARTICLE 56 – DURATION AND RENEWAL

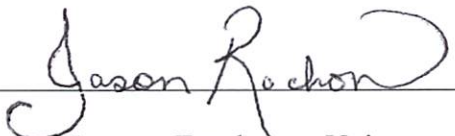
- 56.01 The term of this Agreement shall be from October 1, **2024** until September 30, **2028**.
The pay schedules contained in Appendix B take effect on the dates specified. All other provisions of this Agreement take effect on the date of signing of this Agreement, unless another date is expressly set out.
- 56.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, shall remain in effect during the negotiations for its renewal.
- 56.03 Either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 56.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, increase or decrease salaries, or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice to bargain was given and while negotiations for its renewal are ongoing

PROPOSAL: NEW DATES

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11/11 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

APPENDIX B

PAY SCHEDULES

Appendix B – Pay Schedules - amend as follows:

- **9.0% Increase effective September 30 2024**
- **3.0% Increase effective October 1, 2025**
- **3.0% Increase effective October 1, 2026**
- **2.5% Increase effective October 1, 2027**

Casuals shall advance on the wage grid on their anniversary date of initial hire in the position.

All casuals will be credited with one pay level increment for each year of completed prior related experience they have in their field to a maximum of Step Six.

~~The casual rate of pay is removed for all positions in the bargaining unit.~~

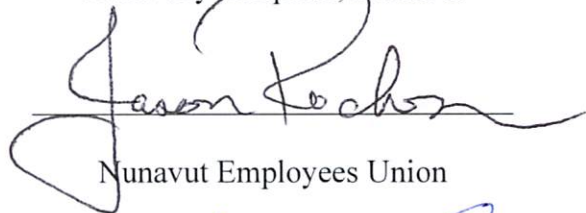
CR & S

PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the ____ day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

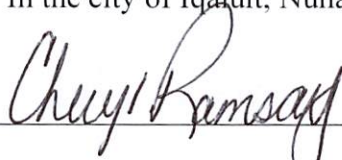
GROUP 1

Conservation Officers

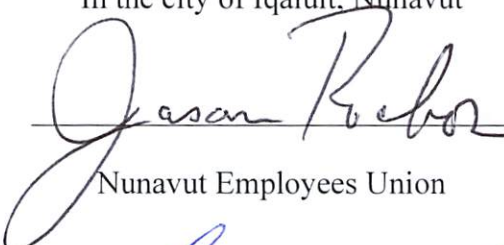
1. In order to meet the operational requirements, Conservation Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Conservation Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
2. As a means of compensating Conservation Officers for any extra days worked as a result of their irregular work schedule, they shall be entitled to **elect, at the start of each fiscal year, to take either:**
 - a) a compensatory day off with pay for each extra day worked; **or**
 - b) **Overtime calculated in accordance with Article 23.**
3. **If a Conservation Officer elects to take compensatory days in accordance with 2(a),** these compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
4. **If a Conservation Officer elects to take compensatory days in accordance with 2(a),** at the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carry over of those days from one fiscal year to the next.

PROPOSAL: AGREED TO LANGUAGE

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Government of Nunavut

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Public Service Alliance of Canada

GROUP 4

Trades and Apprentices

The Union and the Employer recognize the need for and the importance of a robust apprenticeship program to reduce unemployment in Nunavut, to address the under-representation of Inuit in the Public Service, to fulfil the Government of Nunavut's obligations under Article 23 of the Nunavut Land Claims Agreement, and to fulfil the need for a qualified and skilled workforce to provide quality public services to Nunavummiut.

1. Application

These provisions apply to all positions in trades within the Government of Nunavut.

2. Where an employee with a certificate of qualification in one trade performs work in a trade for which they do not possess a certificate, they shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesperson at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradespersons; using the trade name in the position title to conform to the journeyperson certification required.

3. Hours of Work

Hours of work shall be scheduled as follows:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and
- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

4. Wash-Up Time

Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.

5. Work Clothing and Protective Equipment

- (a) The Employer will provide the following articles at no cost to the employee as required by the Workers' Safety and Compensation Commission:
 - (i) Hard Hats
 - (ii) Aprons
 - (iii) Welding goggles
 - (iv) Dust Protection
 - (v) Eye protection, including prescription glasses
 - (vi) Hearing protection device
 - (vii) Coverall
 - (viii) Insulated work boots
 - (ix) Rubberized work boots
 - (x) Leather work gloves
 - (b) The Employer shall supply new employees with the articles of equipment as required;
 - (c) Supply employee moving to another department with the articles of equipment they require and that they do not possess at the time of the move.
 - (d) Where safety prescription glasses are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace them as required, at no cost to the employee when they are damaged beyond repair and presented to the Employer.
 - (e) An allowance of \$200.00 will be provided to those employees who the Employer, the Workers' Safety and Compensation Commission or the Safety Act deem to require safety footwear. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment (eighteen (18) months of employment for the Project Officers upon presentation of appropriate receipts by the employee).
6. The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.
- 7.

- (a) Employees shall provide hand tools required by their trade. Such tools must be of commercial quality. The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.
- (b) The Employer agrees to replace worn out tools used and owned by journeypersons and apprentices in the regular performance of their work upon presentation of the worn out tool. Whenever replacement is made, the new tool will be of similar quality as the initial tool. In situations where highly specialized tools not normally associated with a journeyperson's tool kit are required, the Employer will retain ownership and provide them.
- (c) Where an employee suffers a loss of tools or equipment used to perform the employee's duties:
 - (i) through fire and theft while such tools are stored on the Employer's premises; or
 - (ii) while in transit during travel on behalf of the Employer;

such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.

8. Adverse Weather Conditions

Except in emergency situations, the Employer shall not require an employee to work outside under extreme weather conditions.

- 9. Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesperson.

10. Apprentices

Conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The Apprenticeship Trade and Occupations Certification Act and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship Trade and Occupations Certification Act.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

- (d) Apprentice rates will be based on a percentage of the appropriate journeyperson rate as follows:

Four-Year Training Programs

Year 1	65%
Year 2	75%
Year 3	85%
Year 4	95%

Three-Year Training Programs

Year 1	70%
Year 2	80%
Year 3	90%

Two-Year Training Programs

Year 1	75%
Year 2	90%

One-Year Training Programs

Year 1	80%
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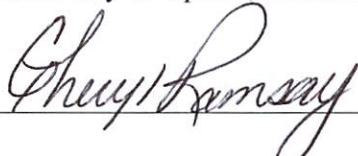
- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the provisions of **Article 43 – Education and Professional Development Leave** and the Employer's policy regarding financial support while in trade training.
- (f) Subject to the *Public Service Act* and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Supervisor of

Apprenticeship Trade and Occupations Certification to cancel their contract and the Apprentice may be terminated.

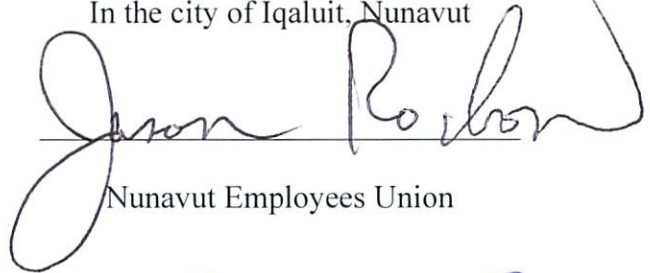
11. Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

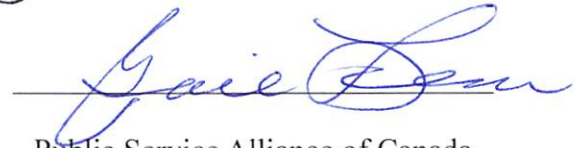
PROPOSAL: AGREED TO LANGUAGE

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

GROUP 7

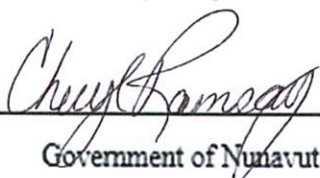
Court Reporters

1. Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.
2. Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from their place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule, which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
3. Traveling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.
4. **The Employer shall provide all hardware and/or software equipment as required by the employer.** Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

PROPOSAL: AGREED TO LANGUAGE

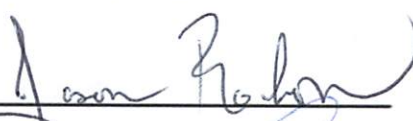
Signed on the 09 day of May 2025,

In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 09 day of May 2025

In the city of Iqaluit, Nunavut


Nunavut Employees Union

Public Service Alliance of Canada

Union Proposals

May 6, 2025

July 17, 2025 CR

LETTER OF UNDERSTANDING

RE MOU 15 AND MOU 16

The parties agree that Memorandum of Understanding 15 – Group 5 Health Care Professionals and Memorandum of Understanding 16 – Job Share for Health Care Professionals, which are scheduled to expire on August 1, 2025, shall continue in force until a new Collective Agreement is ratified between the Government of Nunavut and the Nunavut Employees Union/Public Service Alliance of Canada.

7th July CR
Dated in Iqaluit, NU this ~~6th~~ day of ~~May~~, 2025.

FOR THE EMPLOYER

Cheryl Ramsay

FOR THE UNION

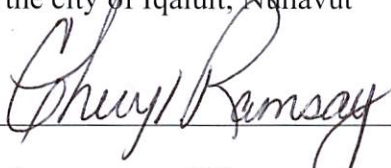
Brian T...

MEMORANDUM OF UNDERSTANDING 6 – PREVENTION OF VIOLENCE

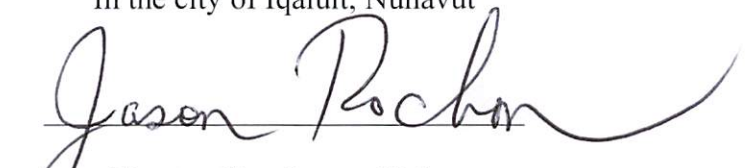
It is agreed that this Memorandum of Understanding be removed from the Collective Agreement.

PROPOSAL: DELETION

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union

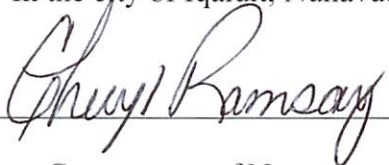

Public Service Alliance of Canada

**MEMORANDUM OF UNDERSTANDING 7 – WORKPLACE HARASSMENT
TRAINING**

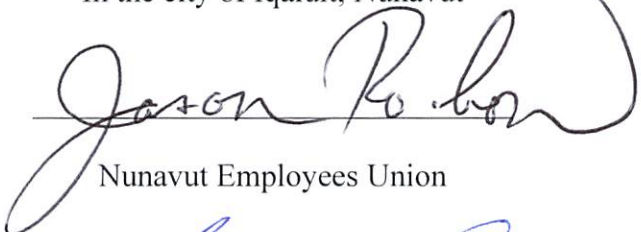
It is agreed that this Memorandum of Understanding be removed from the Collective Agreement.

PROPOSAL: DELETION

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

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In the city of Iqaluit, Nunavut


Nunavut Employees Union

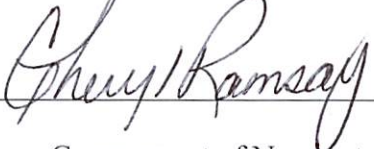

Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING 8 – NURSES

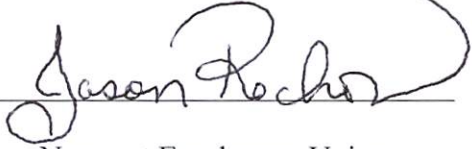
It is agreed that this Memorandum of Understanding be removed from the Collective Agreement, Subject to its contents being included in Memorandum of Understanding 15 – Group 5 Health Care Professionals.

PROPOSAL: DELETION

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING ()

BETWEEN

THE GOVERNMENT OF NUNAVUT

AND

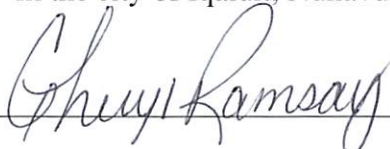
THE NUNAVUT EMPLOYEES UNION (NEU)

1. The Employer and the Union agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.
2. All employees (except for Nurses to whom Memorandum of Understanding **fifteen (15)** applies) who are on staff as of December 1 each year, and who have a minimum of three (3) years continuous service will receive an annual Continuous Service Bonus according to the following schedule. The Continuous Service Bonus will be paid on the first pay period of December in each year.

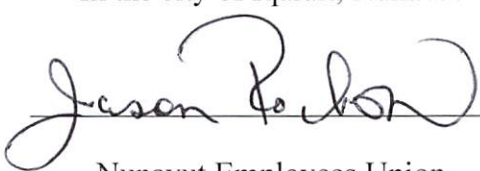
Continuous Service	Annual Payment
3, 4 or 5 years of continuous service	\$1,000 \$2,000
6, 7, 8, 9 or 10 years of continuous service	\$2,000 \$3,000
11, 12, 13, 14 or 15 years of continuous service	\$3,000 \$4,000
16, 17, 18, 19 or 20 years of continuous service	\$4,000 \$5,000
21 or more years of continuous service	\$5,000 \$6,000

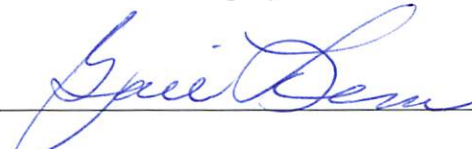
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

[NTD: see renewal language at end of MOU]

MEMORANDUM OF UNDERSTANDING (12)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

12 HOUR SHIFT SCHEDULE

This Memorandum of Understanding applies to all employees on a 12 hour shift schedule.

1. **Work Hours and Work Schedule**

- (a) The Employer shall set up a master shift work schedule for each work area and post it one (1) month in advance. This schedule will cover the normal shift requirements of the work area. The schedule shall consist of twelve (12) hour shifts.

(b) **Hours of Work**

- (i) The hours of work shall be scheduled so that the employees work a shift rotation of four (4) days "on" and four (4) days "off" based on the scheduled rotation.
- (ii) The weekly scheduled hours of work shall be 42. The annual scheduled hours of work shall be 2,184.
- (iii) The hourly rates of pay will be based on the above.
- (iv) The shift schedule shall not add any additional costs to the operational needs of each work area.
- (v) Employees will not work more than 16 hours within a twenty-four hour period.

(c) **Shift Entitlement**

Standard daily working shift is inclusive of a minimum half hour (1/2) paid lunch period and two fifteen (15) minute paid breaks during their working shift. The specified meal period will be scheduled as close to the midpoint of the shift as possible.

(d) **Shift Rotation**

The shift rotation may be changed for a particular work area through mutual agreement between the employees and the Employer if the majority (50% +1) of employees is in agreement, provided that the annual hours of work do not exceed 2184 hours.

(e) Shift Change

The Employer may permit mutual exchanges of shifts between two employees that the employees were originally scheduled to work subject to operational requirements and the following:

- (i) There shall be no financial penalty to the Employer;
- (ii) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change;
- (iii) The shift exchange is fully completed within a two (2) week period;
- (iv) No employee is required to work in excess of twelve (12) consecutive hours;
- (v) The Employer will not approve a shift exchange between a supervisor and employee when the employee is not a supervisor or designated supervisor.

2. Schedule Shifts

Employees shall be assigned to a shift in accordance with the operational requirements of the work area; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

3. Designated Paid Holidays

(a) This Clause applies only to full time indeterminate and term employees:

- (i) On April 1 of each year an employee shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 15 in the current fiscal year multiplied by the employee's standard daily hours of work (12 hours). For employees who are shift workers for only part of a year, the designated paid holiday bank shall be equivalent to the number of designated paid holidays which occur while the employee is a shift worker.
- (ii) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.
- (iii) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
- (iv) When one employee(s) applies for vacation leave and another employee(s) applies for banked hours off under this clause, the request of the employee applying for vacation leave shall receive first preference.

- (v) When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of work or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2) the employee's straight time rate for all hours worked. This time may be banked, and paid out in accordance with paragraph (ii).
- (vi) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.
- (vii) This Clause applies notwithstanding Article 15.

4. Discretionary Leave

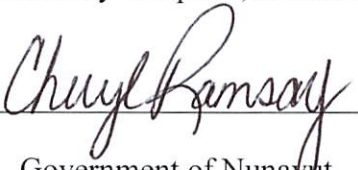
Employees who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, and who are normally required to be on standby at least ten (10) days per month, may use four (4) days of their special leave credits each year at their discretion on adequate notice to their supervisor.

- (a) Unless a shorter period of time is approved by the Employer, the use of discretionary leave will only be permitted when forty-eight (48) hours' notice is provided by the employee.
- (b) Unless otherwise approved by the Employer, only one employee per shift, per work area, will be permitted to use discretionary leave at any one time.
- (c) Except for the reasons specified in (a) and (b) above discretionary leave shall be granted when requested by the employee.

THE PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING WILL EXPIRE ON THE EXPIRY OF THE **2024-2028** COLLECTIVE AGREEMENT, UNLESS BOTH PARTIES AGREE TO RENEW IT.

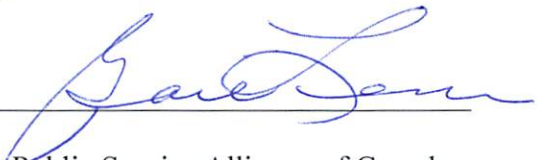
PROPOSAL: RENEWAL

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING (15)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

Group 5 Health Care Professionals

1. The Parties agree that the signing of this MOU does not prevent the Parties from discussing, negotiating, amending, or adding to any of the terms of employment addressed in the MOU during negotiations to renew the Collective Agreement between the NEU and the GN expiring on September 30, 2028. The parties further agree that this MOU may be reopened in accordance with Article 55.01.
2. This Memorandum of Agreement (MOU) shall apply to Group 5 Health Care Professionals employed at the hospital, healthcare facilities and correctional centres and includes the following positions:
 - Community health nurse
 - Supervisor Home and community care Nurse
 - Home care nurse
 - Public health nurse
 - Nurse Practitioner
 - Licensed Practical Nurse
 - Registered Psychiatric Nurse
 - Mental Health Consultant
 - Registered Nurses: Inpatient, Emergency Care and Clinics
 - Graduate Nurse
 - Registered Midwife
 - Dental Therapist
 - **Dental Hygienist**
 - Pharmacist
 - Pharmacy Technician
 - Pharmacy assistant
 - Regional Communicable Disease Coordinator
 - Medical Laboratory Technologist
 - Mammography Technician
 - Computed Tomography Technologist
 - Medical Radiation Technologist
 - Medical Sonographer
 - Registered Respiratory Therapist
 - Medical Laboratory Assistant
 - Registered Dietitian
 - Audiologist
 - Physiotherapist
 - Occupational Therapist
 - Specialist Language Pathologist
 - Certified Registered Central Sterile Technician
 - Biomedical Technologist
 - Regional Environmental Health Officers
 - Institutional Nurse at Correctional Centres

3. For as long as this Memorandum of Agreement (**MOU**) remains in effect, Group 5 of the Collective Agreement shall be deemed to be not in effect for Health Care Professionals employed at the hospital, healthcare facilities, and correctional centers and listed in Article 2 of this MOU.
4. This MOU shall come into effect **on the date of ratification of this Collective Agreement.**

5. Health Care Professionals

All the provisions of the Collective Agreement shall apply to Health Care Professionals employed at the hospital, health care facilities, and correctional centres as defined in Article 2 of this MOU. Provisions for Dental Therapists shall only apply as set out in Article 25 of this MOU. In any case where a provision contained in this **MOU** conflicts with a provision of the Collective Agreement, the provision in this MOU shall prevail.

6. Definitions for Group 5 Health Care Professionals

- (a) Articles 2.01(ff) and 2.01 (oo) of Article 2 are modified as follows:

(ff) Rates of Pay

- (i) "Annual Rate of Pay" is the amount specified in Appendix B to this Agreement;

- (j) "Weekly or Bi-Weekly Rate of Pay" is the amount arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.

- (oo) "Week" for the purposes of this Agreement shall be deemed to commence at 00:00 hours on Saturday to 23:59 hours on Friday for the Qikiqtani General Hospital.

- (b) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act*.

- (c) "Registered Nurse" means a person who is registered pursuant to the Nursing Profession Act and includes a nurse practitioner.

- (d) "Central Sterilizing Room Technician" means a person who has successfully completed a recognized Central Sterilizing Room Technician course.

- (e) "Dental Therapist" means a person who is registered pursuant to the *Dental Auxiliaries Act*.

MEMORANDUM OF UNDERSTANDING (15)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

Group 5 Health Care Professionals

1. The Parties agree that the signing of this MOU does not prevent the Parties from discussing, negotiating, amending, or adding to any of the terms of employment addressed in the MOU during negotiations to renew the Collective Agreement between the NEU and the GN expiring on September 30, 2028. The parties further agree that this MOU may be reopened in accordance with Article 55.01.
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- Supervisor Home and Community Care Nurse
- Home care nurse
- Public health nurse
- Nurse Practitioner
- Licensed Practical Nurse
- Registered Psychiatric Nurse
- Mental Health Consultant
- Registered Nurses: Inpatient, Emergency Care and Clinics
- Graduate Nurse
- Registered Midwife
- **Dental Therapist**
- Dental Hygienist
- Pharmacist
- Pharmacy Technician
- Pharmacy Assistant
- Regional Communicable Disease Coordinator
- Medical Laboratory Technologist
- Mammography Technician
- Computed Tomography Technologist
- Medical Radiation Technologist
- Medical Sonographer
- Registered Respiratory Therapist
- Medical Laboratory Assistant
- Registered Dietitian
- Audiologist
- Physiotherapist
- Occupational Therapist
- Specialist Language Pathologist
- Certified Registered Central Sterile Technician
- Biomedical Technologist
- Regional Environmental Health Officers
- Institutional Nurse at Correctional Centres
- **Ultrasonographer**

3. For as long as this Memorandum of Agreement (**MOU**) remains in effect, Group 5 of the Collective Agreement shall be deemed to be not in effect for Health Care Professionals employed at the hospital, healthcare facilities, and correctional centers and listed in Article 2 of this MOU.
4. This MOU shall come into effect **on the date of ratification of this Collective Agreement.**

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- (a) Articles 2.01(ff) and 2.01 (oo) of Article 2 are modified as follows:

- (ff) Rates of Pay

- (i) "Annual Rate of Pay" is the amount specified in Appendix B to this Agreement;

- (j) "Weekly or Bi-Weekly Rate of Pay" is the amount arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.

- (oo) "Week" for the purposes of this Agreement shall be deemed to commence at 00:00 hours on Saturday to 23:59 hours on Friday for the Qikiqtani General Hospital.

- (b) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act*.

- (c) "Registered Nurse" means a person who is registered pursuant to the Nursing Profession Act and includes a nurse practitioner.

- (d) "Central Sterilizing Room Technician" means a person who has successfully completed a recognized Central Sterilizing Room Technician course.

- (e) "Dental Therapist" means a person who is registered pursuant to the *Dental Auxiliaries Act*.

- (f) "Midwife" means a person who is registered pursuant to the *Midwifery Profession Act*.
- (g) "Registered Psychiatric Nurse" is a person who is registered as a psychiatrist nurse in a Canadian province or territory where psychiatric nursing is recognized by law.
- (h) "Licensed Practical Nurse" is a person who is registered as a Licensed Practical Nurse in a Canadian province or territory where the profession of Licensed Practical Nurse is recognized by law.

7. Designated Paid Holidays

- (a) Article 51.03(c) is modified as follows:

Article 15- Designated Paid Holidays shall apply to a casual employee listed as a Group 5 Health Care Professional, as defined in Article 1 of this Memorandum of Agreement. For clarity, the requirement for 15 calendar days of continuous employment will not apply for casual Group 5 Health Care Professionals.

- (i) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.
- (ii) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 23:59 on the designated holiday.

8. Discretionary Leave

An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a Community Health Nurse or Hospital technician and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of their Special Leave Credits each year at their discretion on adequate notice to their supervisor.

9. Rest Periods

Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid- morning and mid-afternoon, or the middle of the first half and the last half of a shift, The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

10. Shift Schedules

- (a) The employer agrees that before a schedule of working hours is changed, the change will be discussed with the Union if the change will affect a majority of the employees governed by the schedule.
- (b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the starting date of the new schedule. Shift schedules will include the work requirements for each employee for a minimum of twenty-eight (28) days.
- (c) Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 ½) for the first two (2) full shifts worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that there shall be no split shifts.
- (e) Employees shall not be required to work more than seven (7) consecutive eight (8) hour shifts between days off and it shall be the intent to assign less than the maximum.
- (f) Employees working 12-hour shifts shall reference the Memorandum of Understanding re: 12 Hour Shift Schedule, for provisions specific to these shifts.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Deputy Head, the employees affected and the Local of the Union, when based on the community's health service needs and health facility utilization demands.

- (g) When an evening or night shift is arranged, Article 27- Shift Premiums of the Collective Agreement will apply.

11. Responsibility Allowance

When an employee is designated in charge of a ward, unit, health centre or department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of \$2.00 per hour in respect of such added responsibilities.

12. Notice of Termination

All Group 5 Health Care Professionals defined in Article 1 of this Memorandum of

Agreement shall give twenty-eight (28) calendar days' notice in writing, exclusive of any vacation leave with pay due.

13. Professional Nurses' Registration

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examination.

14. Health Requirements and Benefits

As a condition of employment at the Hospital or Health Facility, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the *Hospital Insurance and Health and Social Services Administration Act* and its Regulations.

15. Uniform Policy

Special wearing apparel required by the Hospital or Health Facility to be worn by employees while on duty will be provided and laundered by the Hospital or Health Facility free of charge to the employee, it being understood that such special apparel shall remain the property of the Hospital or Health Facility.

The cotton uniforms provided by the Hospital or Health Facility to certain categories of personnel will be laundered by the Hospital or Health Facility. These uniforms will remain the property of the Hospital or Health Facility and shall not be worn off the Hospital or Health Facility property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital or Health Facility. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five (\$25.00) per month to assist in the purchase and cleaning of the uniform.

16. Modified Work Week

- (a) The Employer and the Union' in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended workday and the resultant compressed work week.
- (b) It is recognized that the primary intent of the Modified Work Week (M.W.W) is to provide personnel working it a compressed work period without increased cost to the Employer.
- (c) There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

- (d) An employee working an extended work day and compressed work weeks shall be entitled to the designated paid holidays as specified in Article 1 and shall be paid at the employee's basis rate of 7.5 hours.

17. Hours of work

- (a) Other than those employees covered under the MOU 12 Hour Work Schedule, the regular hours of work for full-time employees exclusive of meal periods shall be one thousand, nine hundred and fifty (1,950) hours per year.

- (b) Regular hours shall be deemed to:

Include two (2) rest periods, with pay, of fifteen (15) minutes during each shift of 7.5 hours, commencing on or about mid-way between starting time and the first meal break, and mid-way between the meal break and the end of the shift, or one rest period with pay, of fifteen (15) minutes during each partial shift of four (4) hours, as scheduled by the Employer.

Exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer if the employee works 7.5 hours.

If an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

18. Night Shift Food

The employer agrees to provide food for employees who work a twelve (12) hour night shift. The specified period will be as close to the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

19. Overtime

- (a) Overtime is all time required by an Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately **preceding** an employee's scheduled shift shall be paid at double time **(2X) their hourly rate of pay**. The Employer will designate an individual who may authorize overtime in all circumstances.
- (b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

20. Annual Leave

- (a) An employee working an extended workday and compressed work week shall be entitled to annual time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, annual leave credits shall be paid out on the basis of 7.5 hour days.
- (b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

21. Sick Leave

- (a) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

22. Special Clinical Preparation

- (a) An indeterminate, term, or part-time Group 5 Health Care Professional (as defined by Article 2 of this MOU) with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which they are qualified, will be paid an additional \$40.00 per month if they have utilized the course within four (4) years prior to employment.
- (b) An employee may not qualify for more than one payment under categories in the following Clauses (c), (d), and (e).
- (c) Canadian Healthcare Association/ Canadian Nurses Association Courses

An indeterminate, term, or part-time Registered Nurse who has successfully completed a Canadian Healthcare Association/ Canadian Nurses Association certification course and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month.

- (d) University Preparation

An indeterminate, term, or part-time employee who has passed an accredited one-year university course approved by the Deputy Head or Midwifery course and is employed in a capacity utilizing this course will receive an additional \$75.00 per month.

- (e) An indeterminate, term, or part-time employee who has received a

baccalaureate or higher degree approved by the Deputy Head will receive an additional \$125.00 per month.

23. Compensation For Prior Experience

All health care professionals, as defined by Article 1 of this Memorandum of Agreement, will be credited with a one pay level increment for every one (1) completed years' prior related experience they have in their field to a maximum of Step Six (6).

24. Annual Special Allowance

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be \$19,500.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be \$16,350 but will be increased to the rates in (a) for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse Health Centres will be \$14,250 but will be increased to the rates in (a) and (b) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one or two Nurses respectively, due to staff shortage.
- (d) The annual special allowance for Nurses in nursing positions in four-Nurse Health Centres will be \$11,625 but will be increased to the rates in (a), (b) and (c) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one, two, or three Nurses respectively due to staff shortage.
- (e) The annual special allowance for Nurses in nursing positions in a five (5) Nurse (or larger) Health Centres shall receive the rates set out in (a), (b), (c) and (d) for such temporary periods exceeding seven (7) days, as the Centres are operating with only one, two, three or four Nurses respectively due to staff shortage.
- (f) All Nurses who provide primary, secondary, acute care and/or emergency services to patients; and who are employed under Group 5 and the Memorandum of Understanding dated November 17, 2004 and who do not receive an Annual Special Allowance under (a)-(e) of this Article; shall receive an Annual Allowance of \$9,000.**

25. Tiered Premium Allowance for Difficult to Fill Positions

- (a) The tiered premium allowance for eligible Indeterminate and Job Share

Employees is as follows:

- (i) Tier One: \$10/hour premium for the following positions: Community Health Nurse, Nurse Practitioner, Public Health Nurse, **OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technician Technologist**, Psychiatric Nurse, Mental Health Consultant and Midwife;
 - (ii) Tier Two: \$15/hour premium for the following positions in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, **OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technician Technologist**, Psychiatric Nurse, Mental Health Consultant and Midwife.
 - (iii) For clarity, the highest eligible rate supersedes the other rates proposed.
- (b) The tiered premium allowance for eligible Casual Employees is as follows:
- (i) Tier One: \$10/hour premium for the following casuals who sign a minimum **four** (4) week contract in a community designated as "difficult to fill": Community Health Nurse, Nurse Practitioner, Public Health Nurse, **OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technician Technologist**, Psychiatric Nurse, Mental Health Consultant and Midwife; or
 - (ii) Tier Two: \$10/hour premium for the following casuals who sign a minimum four (4) week contract in any community during the peak summer period (2nd Sunday in June to 2nd Sunday in September) or during the Winter Holiday Period (3rd Sunday in December to 2nd Sunday in January) with a requirement to work either December 25th or January 1st: Community Health Nurse, Nurse Practitioner, Public Health Nurse, **OR Nurse, Mammography Technician, Ultrasonographer, Laboratory Technician Technologist**, Psychiatric Nurse, Mental Health Consultant and Midwife.
- (c) For further clarity, this tiered premium allowance is on top of existing salary and eligible allowances and does not apply to vacation hours or other types of leave.

26. Recruitment and Retention Bonus

- (a) Group 5 Health Care Professionals, as defined in Article 1 of this Memorandum of Agreement, may be eligible for a temporary labour market supplement recruitment and retention bonus as follows:

- (i) \$3,000 at sign-on or approval date for existing employees;
- (ii) \$3,000 at six **(6)** months employment;
- (iii) \$5,000 at one **(1)** year employment; and
- (iv) \$7,000 at two **(2)** years employment.

(b) Employees' eligibility to receive the bonus includes the following:

- i. Currently employed or new employment into an Indeterminate or Job Share Group 5 position as defined in Article 1, and:
- ii. Did not receive a recruitment and retention bonus in the last year of the current Collective Agreement.
- iii. For clarity, Group 5 nurses who are not currently receiving the recruitment and retention bonus under **Article 31 of this MOU** because they have either completed the bonus system or were not eligible to receive the bonus are eligible to receive this temporary labour market supplement bonus.

(c) There is a two **(2)** year return of service agreement for this recruitment and retention bonus. If the employee does not fulfil the return of service agreement, the GN will recover the allowances paid at a pro-rated amount.

27. Duty Travel Allowances for Casual Group 5 Health Care Professionals

(a) Article 41 (Duty Travel) of the Collective Agreement applies with the following modifications:

- i. Duty Travel applies to Casual Group 5 Health Care Professionals (defined in Article 1 of this MOU) for travel to and from a community/territory for up to a maximum of three (3) travel days on each end of the trip, including paid travel days (as per Article 41.01(a)) and per diems (as per Article 41.06(a)) and milage (as per Article 41.12(a)).
- ii. Casual Group 5 Health Care Professionals shall be deemed to be on duty travel for time in transit to and from a community/territory. Employees shall be compensated for travel at regular salary for the time in transit to a maximum of three (3) 7.5 hour days; overtime rates will not apply.

(b) Casual Group 5 Health Care Professionals travelling to and from a community/territory will be entitled to reimbursement for baggage (as per 41.07(b)) for up to a maximum of 3 bags each. Overweight charges will not be reimbursed.

28. Dental Therapists will normally work the school year and accrue benefits as a Group 6 School Year employee.

29. Return of Service (ROS) Program

(a) The ROS program is available to candidates who are either accepted into or currently enrolled into a post-secondary education program in Canada that will qualify them in a profession designated as Group 5 with the Government.

- i. Funds available for this program are limited, as such, Nunavut Inuit will be given priority.
 - ii. The ROS program offers one year of tuition in exchange for one year of full-time service in a Group 5 position within the territory, to a maximum of four (4) years. Communities and positions deemed 'difficult to recruit' will be prioritized within this program.
 - iii. At time of funding approval, the candidate and the Department of Health will sign a contract that outlines the details of employment.
 - iv. If the candidate decides not to fulfill the contractual obligations, the GN will treat this as a breach of contract and seek repayment. The costs associated with breach of contract will be established in advance through the employment contract. between the candidate and the GN.
- (b) For current GN employees applying to the ROS program, they are responsible for applying for leave through their department in accordance with Article 43 of the Collective Agreement. Acceptance in the ROS program is not an automatic approval for education leave - the two programs are separate and subject to separate application and review processes.
- (c) If an employee receives funding support under the ROS program, the employee is not eligible for the recruitment and retention bonus outlined in Article 25 of this MOU, until such time the return of service component has been fulfilled as per the employment contract.

30. Government of Nunavut FANS Loan Forgiveness Program

- (a) Candidates who qualify for a Group 5 healthcare position and accessed FANS student loans may be eligible for loan forgiveness.
- i. Loan forgiveness will equal one-fifth (20%) of their outstanding Nunavut Student Loan debt, up to \$5,000 annually, for up to five years, to a maximum of \$25,000.
 - ii. The amount of eligible forgiveness would be calculated annually and paid directly to the FANS program. Terms of the agreement will be pre-established through an employment contract between the Department of Health and the candidate.
- (b) Eligibility for the FANS Loan Forgiveness Program includes:
- i. Indeterminate employment in a Group 5 position within a Nunavut community;
 - ii. Been employed full time for a full year (12 consecutive months) in a Nunavut community and be new to the profession or new to the community;
 - iii. A valid license to practice in Nunavut;
 - iv. A Nunavut Student Loan in repayment (or in grace period) and in good standing; and

- v. Submitted an application form within 90 days of completing a year of service.

31. Signing Bonus

- (a) All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; who commence employment with the GN after the date of signing of the Collective Agreement; and who have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, or any payments under paragraph 4 of this **MOU** shall receive:
 - i. \$5,000 upon commencement of employment;
 - ii. an additional \$5,000 upon completion of eighteen (18) months of continuous service; and
 - iii. an additional \$10,000 upon completion of thirty (30) months of continuous service.
- (b) When all necessary documentation is provided by the employee, the Employer will ensure that the documentation required for payment of the initial signing Bonus or Temporary Labour Market Supplement will be completed and submitted to the appropriate official within the same pay period.

32. All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients and who:

- (a) are employed as of the date of signing of this Collective Agreement; and
- (b) have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, shall receive:
 - i. \$10,000 upon completion of thirty (30) months of continuous service; and
 - ii. An additional \$10,000 upon completion of thirty six (36) months of continuous service.

33. All Nurses who are employed under Group 5 and who provide primary, secondary, acute care and/or emergency services to patients shall receive an Allowance as follows:

- (a) For each month of continuous service until the month in which the anniversary of the fifth (5th) year of continuous service is completed - \$375 per month;
- (b) For each month of continuous service commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service are completed - \$400 per month;

more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

(b) "Job Share Employee Part-time". An employee who has entered a voluntary arrangement in which two or more employees share a full-time indeterminate job in such a manner that the employee attends in the position with a rotation of 4 weeks or up to 3 months, such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

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

8. Appointments

(a) Part-time and extended job share appointments will be awarded through the GN competition process, such that vacant job share positions will be available to internal and external candidates.

(b) Where an employee wishes to enter into a job share extended arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a 'job share employee extended' employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.

9. Scheduling

(a) The Deputy Head will determine the minimum length of rotations for each job share arrangement, based on operational requirements as Job Share Part-time arrangements are not available for all indeterminate positions.

(b) "Job share employee extended" will have a rotation of not less than three months and not more than six months.

(i) The employees will determine the desired rotation to be mutually agreed upon, with one employee covering the position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater

than one (1) week.

(ii) "Job share employee extended" will alternate, on a yearly basis, working the Holiday Closure period, unless mutually agreed otherwise.

(iii) The established rotation will not be unilaterally imposed or changed by the Employer; however, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.

(c) "Job share employee part-time" will have a rotation of 4 weeks to a maximum of less than 3 months

(i) **For Health Care Professionals**, "Job share employee part-time" will have their rotation posted in accordance with Group 5 Health Care Professionals Memorandum of Agreement, Shift Schedules.

(ii) "Job share employee part-time" will be scheduled to work the Holiday Closure period every other year, unless mutually agreed otherwise.

(iii) "Job share employee part-time" will be scheduled to work a minimum of thirty (30) days during the period of June 15 to September 15 each year.

(d) Employees hired into job share arrangements are permitted to work on casual contracts in between job share rotations.

10. Relocation

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

(a) "Job Share Employee Extended"

(i) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging enroute plus cost for shipment of five hundred pounds (500 lbs) of luggage for the employee and each dependent will be provided for each rotation.

- (ii) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

(b) "Job Share Employee Part-time"

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

11. Paid Leave

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

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

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

12. Sick Leave

- (a) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.
- (c) If a Job Share employee is not able to report to duty for the beginning of their scheduled rotation due to medical reasons, appropriate documentation is required. If the sick leave period begins at the start of the scheduled rotation and does not cover the entire length of the scheduled rotation, the employer will arrange for travel (to the community) to commence immediately following the approved sick leave period with the rotation end date remaining unchanged.

13. Severance Pay

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

14. Nunavut Northern Allowance Pro-rate

15. Food Purchasing

For Health Care Professionals, this benefit shall be pro-rated for each employee in accordance with the period of job sharing.

16. Clinical Preparation

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

17. Annual Special Allowance

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

18. Termination

- (a) Part-time and extended Job Share employees must provide one (1) month notice of

resignation from the Public Service to terminate their position.

- (b) If a "Job Share Employee Extended" is unable to report to duty for the start of their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.

If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.

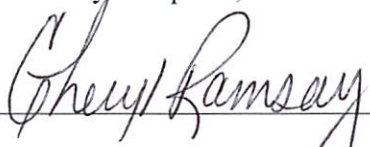
- (c) If a "Job Share Employee Part-time" is unable to report to duty for the start of their rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one (1) week. The Employer will make reasonable efforts to fill the vacant rotation.

If an employee misses a second consecutive rotation, this may result in termination of their public service, unless substantiated by appropriate documentation.

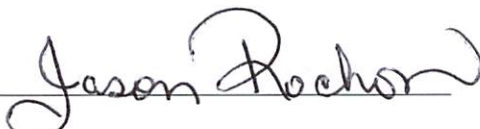
- (d) If a "Job Share Employee Part-time" is unable to report to duty for their scheduled rotation during the summer months or holiday closure period, appropriate documentation is required.

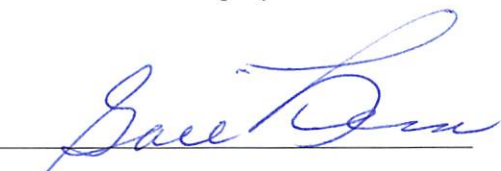
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 14th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING ()
BETWEEN
THE GOVERNMENT OF NUNAVUT
AND
THE NUNAVUT EMPLOYEES UNION
Group 3 College Instructors and Academic Freedom

The purpose of this Memorandum of Understanding is to create a Joint Union Management Committee to review and recommend Academic Freedom language for consideration by the parties in the next round of collective bargaining.

The parties shall meet within ninety (90) days of ratification of this Collective Agreement to create Joint Committee comprised of equal numbers of representatives from the Employer and the Union.

The Joint Committee shall have as its mandate the obligation to:

- (a) examine the evolution of Academic Freedom language in post-secondary institutions across provinces and territories, and
- (b) review how commitments to uphold Academic Freedom within the context of Nunavut intersect with Inuit Qaujimajatuqangit principles, and
- (c) consult broadly with various stakeholders including but not limited to Elders, College Instructors, and other relevant subject matter experts

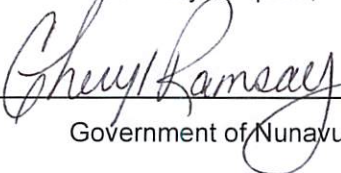
The Joint Committee shall endeavor to produce a final report by consensus and shall submit such report to the parties within eighteen (18) months of the ratification of this agreement. Such timeline may be extended by mutual agreement.

Any costs associated with the work of the Joint Committee, including but not limited to consultations, shall be covered by the Government of Nunavut.

PROPOSAL: NEW LANGUAGE

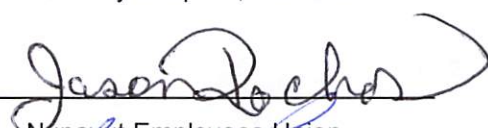
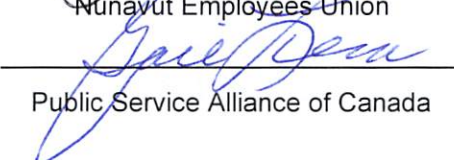
Signed on the 11 day of September 2025,

In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,

In the city of Iqaluit, Nunavut


Nunavut Employees Union

Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING (X7)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

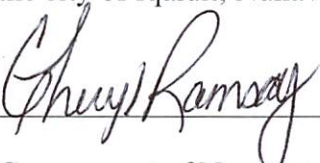
MENTAL HEALTH

1. The GN and the NEU recognize that Nunavut, with its commitment to the Inuit Qaujimajatuqangit traditional societal values and its welcoming of many diverse cultures, has a distinct work environment which brings with it unique challenges.
2. The GN and the NEU recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The GN and the NEU have the common interest of promotion and enhancing a working relationship consistent with the principals of mutual respect, confidentiality and cooperation.
3. The GN and the NEU shall:
 - a. Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
 - b. Lead and influence workplace culture in a positive way;
 - c. Engage employees to:
 - i. Be aware of the importance of psychological health and safety;
 - ii. Be aware of implications of tolerating psychological health and safety hazards; and
 - iii. Identify workplace needs regarding psychological health and safety.
4. The GN and the NEU agree that withing one hundred and twenty (120) days of the ratification of the Collective Agreement, a Committee comprised of two (2) representatives selected by each party will be formed. The parties may include subject matter experts in their discussions.
5. The responsibilities of the committee may include but not be limited to;
 - a. Developing a Terms of Reference;
 - b. Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;

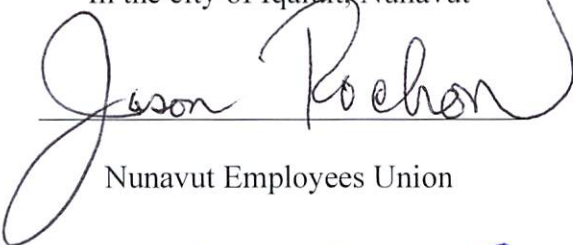
- c. Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges; and
 - d. Reviewing practices from other jurisdictions and employers that might be instructive of the GN.
6. Upon receiving the report of the Committee, the GN and the NEU will meet to review and determine whether, and how, to implement the recommendations of the committee.
 7. The Joint Committee will receive quarterly updates on the status of implementation and will be provided opportunities to provide comments.

PROPOSAL: NEW MOU

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING ()

BETWEEN

THE GOVERNMENT OF NUNAVUT

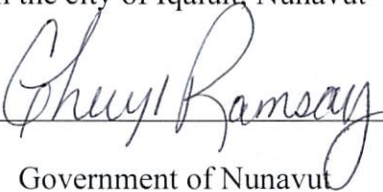
AND

THE NUNAVUT EMPLOYEES UNION (NEU)

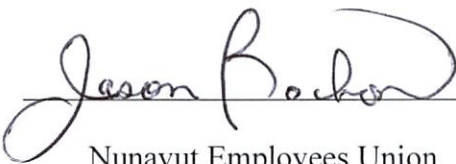
1. The parties agree to strike a joint committee composed of equal members of Union and Employer representatives which shall meet within ninety (90) days of the ratification of this collective agreement.
2. The Mandate of the committee shall be to review and update the formula for **calculation of the Nunavut Northern Allowance, and to provide recommendation to the Employer on future increases to the Nunavut Northern Allowance.**
3. At its first meeting, the committee shall agree upon its "terms of reference"

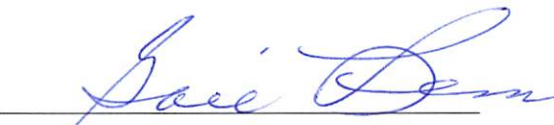
PROPOSAL: NEW WORDING

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11/11 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING (x)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

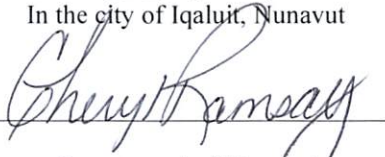
THE NUNAVUT EMPLOYEES UNION (NEU)

OPTIONAL CULTURAL COMMUNITY SUPPORT

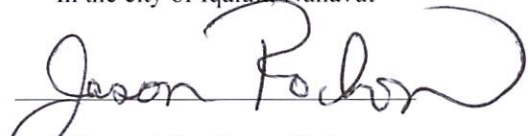
1. In recognition of the respect for and value of the wisdom and experience of Elders and/ or other respected members of the Inuit community, grievors may request such community members to act in a supportive, confidential capacity throughout the grievance process. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Inuit community.
2. At any stage of the grievance procedure prior to arbitration, an employee may have an Inuit Elder attend as a support person.
3. The Elder may make non-binding recommendations to the parties with the intent to resolve the dispute.
4. The Employer shall provide interpretation and translation services on request

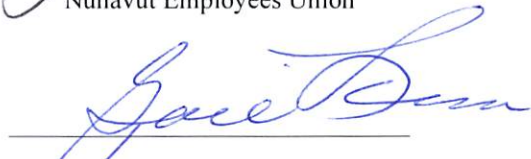
PROPOSAL: NEW MOU

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11th day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada

**MEMORANDUM OF UNDERSTANDING (NEW) RE: SOCIAL SERVICES
PROFESSIONALS**

BETWEEN

THE GOVERNMENT OF NUNAVUT

AND

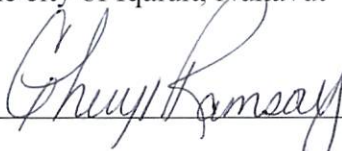
THE NUNAVUT EMPLOYEES UNION (NEU)

1. The parties agree within ninety (90) days of the signing of the collective agreement, a joint Union/ Employer committee comprised of equal numbers of representatives from the Employer and the Union will be formed.
2. This committee will be established to jointly prepare a proposal for submission to the Financial Management Board.
3. The purpose of this submission is to present recruitment and retention allowances for social service professionals appointed as child protection workers under the *Child and Family Services Act*.
4. This Committee will endeavor to have this proposal ready for submission to the Financial Management Board within 12 months of formation of the Committee.

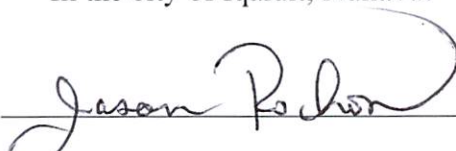
This MOU expires upon the expiry of this collective agreement on September 30, 2028.

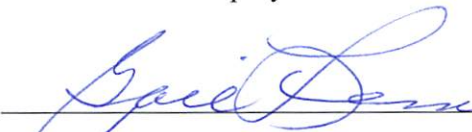
PROPOSAL: NEW

Signed on the 11 day of September 2025,
In the city of Iqaluit, Nunavut


Government of Nunavut

Signed on the 11/12 day of September 2025,
In the city of Iqaluit, Nunavut


Nunavut Employees Union


Public Service Alliance of Canada