



Nunavut Teachers' Association

Commonly Asked Questions

Relocations, Terminations, Resignations and Job Searches



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Introduction

This information focuses on sections of the NTA – GN Collective Agreement that expires in 2021. These aspects of the Collective Agreement provide legal reference regarding various situations that often arise during “staffing” season for Government of Nunavut schools.

In addition to the relevant pieces of the Collective Agreement, members may want to review sections of the Government of Nunavut’s Human Resources Manual, as some sections may apply to the topics covered in this document. Please note that the practices outlined in the NTA – GN Collective Agreement take precedence over any GN policy or protocol, as per Article 5.02.



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Important Definitions

2.01 (9) "Dependant" means

(a) The spouse of an Employee who is residing with the Employee (normally this will be where the person receives mail, keeps personal property and spends the majority of time).

(b) Any child, adopted child or stepchild of the Employee who

(i) is attending school or is a student at some other institution, and is under 21 years, or

(ii) is under 21 years and is dependent upon the Employee for support, or

(iii) is 21 years or older and is dependent upon the Employee because of mental or physical illness.

(c) Any other relative of the Employee who is a member of the Employee's household and is totally dependent upon the Employee for support because of a mental or physical illness.

2.01 (11) "Employer" means the Government of Nunavut as represented by the Minister Responsible for the Public Service Act or designate.

2.01 (15) "Lay-off" means an Employee whose employment status is determined by application of this agreement and who is not actively employed as a Teacher because of lack of work or because of the discontinuance of a function.

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

2.01 (20) "Point of Departure" means:

(a) Montreal and Ottawa – for all communities in the Qikiqtani Region,

(b) Winnipeg – for all communities in the Kivalliq Region,

(c) Edmonton – for all communities in the Kitikmeot Region.

2.01 (21) "Point of Recruitment" means the community the Employee resided in at the time of initial appointment to the Government of Nunavut.

2.01 (24) "Regional School Operations" means the school operations divisions within



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the Department of Education that are responsible for operations in a region.

2.01 (25) "Spouse" means

- (a) a person to whom the Employee is legally married; or
- (b) a person who, for at least one (1) continuous year, has lived with an Employee and has been publicly represented as the Employee's spouse.



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Relocating to Another Nunavut Community or Region

Am I eligible to move to another school, community or region?

A Nunavut teacher who has completed their probationary period, and has not signed onto a term extension for the following school year may apply for teaching or administration positions in Nunavut. All positions are advertised on www.educationcanada.com. There is no “internal” transfer process. If a teacher is looking to move to another school, community or region, the process is that they must make application for the new position they are seeking.

I have accepted a position in another community. Do I get a new relocation from Southern Canada?

No. If you are currently a GN Employee in Community “A,” and you have accepted a position in Community “X” that begins next school year, the GN will move you and your personal effects (within the limits specified in Appendix B of the Collective Agreement) from Community “A” to Community “X” directly only. If you would like to request anything other than a move directly from A to X, you must make that request of the Executive Director of the Regional School Operations Office (RSO) where you are moving TO.

Even if you are moving from one region to another, you are still an employee of the GN, therefore, you are not changing employers, simply changing GN work locations, and not entitled to a new relocation from Southern Canada.

I have accepted a position in another community. Will my belongings be there when I arrive to start the new school year?

That depends on the amount of time between when you left community A and arrived in community X. If you go directly to your new community, it’s unlikely that your personal belongings will be there before you arrive. If you go elsewhere over the summer break and then arrive in community X, it is possible that your belongings may already be in the community.

It is a good idea to keep in touch with your relocation officer on the status of your move, and it is advisable if you are moving into a staff housing unit, to keep in touch with Nunavut Housing Corporation until you’ve been assigned a unit in your new community.



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I have accepted a position in another community. Can I book my own flights and be reimbursed?

This plan would need approval in writing from the Regional School Operations Executive Director of the region you are relocating to.

Keep in mind any conditions that are expressed with any such approval when you are booking.

Aeroplane or other “points” bookings would not be eligible for reimbursement aside from taxes or fees.

I have accepted a position in another community during summer holidays and I am not currently in Nunavut, what about my move?

You would need to return to your original community (Community A) to organize your move, and check out of your staff housing unit (if applicable). Any travel costs aside from your travel from Community A to Community X are your responsibility.

I think my Principal is giving me negative references. Are they allowed to do that?

A Principal or supervisor being asked for a reference for an employee is expected to give an honest reference, even if that reference is not entirely positive. Supervisors are protected from defamation claims during the reference check process, provided the information they are giving is truthful and without malice. If you have concerns about what your Principal may be telling those who are checking your references, the best course of action is to discuss the matter with them directly before you apply, so that you will know what they may say during the reference check process.



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Leaving Teaching in Nunavut

I have resigned or my contract has ended and I will be leaving Nunavut, who books my airfare and moves my belongings?

You are responsible for arranging your own travel to leave Nunavut, as well as moving your personal effects if needed. If you are eligible, you may receive Relocation Out assistance in the form of a monetary deposit, once you have completed necessary paperwork. This deposit should be made no later than 45 days after your last day of work.

In order to be eligible for removal out benefits, and severance pay, you must inform the Employer of your intent to resign no later than 60 days before your last day of work. There are other eligibility requirements as well, and these are laid out in the NTA – GN Collective Agreement.

I have completed two years of teaching in Nunavut, and I have resigned. I will be leaving Nunavut. Who books my airfare and moves my belongings?

You are only eligible for removal out allowance if you have completed at least three years as an indeterminate employee (for 50% benefit, 6 years or more for 100% benefit), or completed your entire term contract as a term employee.

I have been rejected on probation. What do I do now?

If you wish to remain in Nunavut, you are eligible to apply for any advertised positions.

If you wish to leave Nunavut, you are responsible for arranging your own travel, as well as moving your personal effects if needed. If you are eligible, you may receive Relocation Out assistance in the form of a monetary deposit, once you have completed necessary paperwork.

I have resigned or my contract has ended and I will be leaving Nunavut, what happens to my pension?

If you have two or more years of continuous service, your pension contributions are vested, meaning they remain in the Federal Public Service Pension plan, unless you make arrangements to transfer those years to another pension plan or withdraw. To speak to someone about these options, contact the PSPP Call centre, 800 561 7930.

If you have less than two years of continuous service, your pension contributions will automatically be returned to you once your clearance paperwork has been completed.



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I have resigned or my contract has ended and I will be leaving Nunavut, but my spouse (or some other member of my household) has not. Am I eligible for removal benefits?

There is only one removal benefit per household, no matter how many members of that household might be GN employees. If you are not sure when or if your household will be eligible for removal benefits, it is best to contact your Regional School Operations HR staff to ask.

I have resigned or my contract has ended and I will be leaving Nunavut, with my partner. We moved to Nunavut separately but are now one household. Are we each eligible for removal benefits?

There is only one removal benefit per household, no matter how many members of that household might be individual GN employees, and no matter when each moved to Nunavut.

I am taking Leave Without Pay or Deferred Leave or Maternity/ Parental Leave for a year. Am I eligible for removal benefits?

No. In the above cases, any moving you do within or outside of Nunavut is your own responsibility.

If you have questions not covered in this document, please contact the NTA Office:

(867) 979 0750