

Government of the Northwest Territories

Opening Proposal

for

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

These items are submitted without prejudice to any future proposed amendments or additions, and subject to any errors or omissions. The GNWT reserves the right to amend or withdraw its proposals or to introduce counter-proposals to the Union's proposals during negotiations.

The Government proposal in respect to the Union of Northern Workers is to renew the Collective Agreement with the changes as outlined in the following proposal

Government of the Northwest Territories' Opening Proposal

Introduction

The Northwest Territories is facing a range of economic challenges which continue to impact the GNWT. We need to find a balance between investing in our public service and being financially responsible. The government's goal is to ensure fair compensation for employees and, at the same time, to deliver on our overall fiscal responsibility and our commitment to the priorities of the government and the NWT residents.

Considering the economic situation of the Northwest Territories, the *Report of the Special Committee on Transition Matters* (RSCTM) which was tabled in the Legislative Assembly on October 7, 2015, notes that the 2014 GDP for the NWT is 7.5% lower than the five year average before the recession in 2008. The NWT economy is still 15% lower than it was before the 2008 recession.

Since the release of the RSCTM, De Beers Canada announced on December 4, 2015 that it shutting down operations of its Snap Lake Mine resulting in the lay-off of 258 NWT residents. The direct and indirect impacts of the Snap Lake shut down on the NWT economy and GNWT revenues are still being analyzed but are expected to be significant. Further exacerbating the pressure on the GNWT revenues, the GNWT was advised by Canada on December 18, 2015 that Statistics Canada has undertaken a major change to the way provincial/local government expenditure data is compiled, which if not reversed, will permanently lower all the GNWTs grant from Canada under Territorial Formula Funding Arrangement. The impact to the GNWT revenues is \$33 million less revenue per year. In addition the GNWT has also projecting a decline in Corporate income tax and Resource Revenues.

As a result of these events, the GNWT is now forecasting that total revenues will decline 1.7% over the period from 2015/16 to 2019/20. Based on the economic outlook and the population growth forecasts, the GNWT has a fiscal problem that will require expenditure management going forward. The stagnant revenues are primarily because of slower Territorial Formula Financing growth, which is almost 70 per cent of total GNWT revenues.

This opening proposal is the start of our discussions. We are optimistic that we can arrive at a negotiated agreement that will meet all our needs, including balancing fiscal responsibility and competitiveness. Although the package appears modest, we believe that it reflects today's reality and the priorities of our employees.

Our employees are our biggest asset and as you will see in our opening proposal is that it will be focused on some very clear priorities. The GNWT is committed to developing and maintaining a representative work force, and through the competition organized by the Canada's Top 100 Employers project was recognized as one of Canada's Best Diversity Employers in 2013, 2014 and 2015 given our exceptional workplace diversity and inclusiveness practices.

In addition, the GNWT was selected as one of Canada's Top Employers for Young People in 2014 and 2015 which recognized the GNWT as a Canadian employer that is a leader in attracting and retaining younger employees by offering great employment environments for younger workers.

The opening proposal focuses on maintain healthy workplaces which is a major theme this round of bargaining. You will note that our proposal incorporates the newly passed *Occupational Health and Safety Regulations*.

We are also looking for a commitment from the Union to work together with a focus on the improvement and implementation of measures to improve mental health in the workplace.

We also want to take this opportunity to work together with the Union on providing more clarity for our employees under the Safe Disclosure Memorandum of Agreement (MOA) which was introduced during the last round of collective bargaining. The Safe Disclosure Panel has provided a number of suggestions and we are looking for a commitment from the Union to address these with us.

The GNWT also wants to focus on areas in the agreement where we can implement ways to retain our employees. We recognize that retaining positive and motivated staff is vital to the GNWT's success. We have incorporated language from our Leave Agreements into the main body of the agreement to clarify and implement a standard return of service requirement that would be fair and equitable to all staff. We have also included language in the Term appendix similar to what is contained within the Casual appendix. We believe this will assist with our recruitment efforts.

The GNWT would like to amend the language to reflect that the use of Relief Workers is not restricted to Operations which only operate on a daily basis throughout the entire year. There are many uses of Relief Workers into positions for which there are no established hours and the need is to have employees on an as-and-when basis.

The GNWT has included rationales and related text to make the proposed changes easier to understand. Our overall goal is to maintain an efficient, effective, and sustainable public service. To do this we need to:

- Focus on Safety & Health in the Workplace, and
- Improve fairness and equity for all GNWT employees
- Remain an Employer of Choice

The GNWT is committed to meaningful collective bargaining to achieve the outcome of sustainable public service for all residents of the NWT. We respect and appreciate the hard work of public sector employees. That is why the GNWTs plan gives room to negotiate and is not requesting concessions.

The GNWT is committed to being open and transparent. That's why we are posting our entire approach online.

Summary of Proposals

Safety & Health/Violence in the Workplace

Health and Safety

The GNWT has considered whether provisions in the collective agreement are contrary to the newly passed *Occupational Health and Safety Regulations* R-039-2015 (the "Regulations"). The Regulations, to a large extent, outline technical requirements which do not appear to be directly applicable to the Agreement however, the GNWT has identified some revisions for the Unions consideration.

Mental Health

Mental health in the workplace is an issue that impacts all workplaces. The GNWT wants to work with the Union in looking at options to implement practices that support and promote good mental health.

Safe Disclosure

The Safe Disclosure Panel provided the 2014-2015 annual report on the administration and implementation of the Memorandum of Agreement (MOA) between the GNWT and the UNW that came into effect December 12, 2012. As sanctioned under Section 30 of the MOA, the Panel may identify and make recommendation for modification or clarification with respect to any provision of the Memorandum. The GNWT has undertaken a review of the report and the recommendations on behalf of the Panel. The GNWT would like to work with the Union in making necessary changes to the MOA which will provide more clarity for employees and effectively accomplish the intended goals of the parties.

Improve Fairness and Equity for all GNWT employees

Employee retention has become a major concern for the GNWT. We need to ensure we remain competitive so that we can continue to recruit and retain employees. Staffing and retaining employees continues to be a challenge across government. Departments, boards and agencies, for a variety of reasons, continue to experience significant difficulty in finding and retaining staff. The following proposals focus on the fairness and equity for all GNWT employees which will help promote recruitment and retention efforts.

Relocation on Initial Appointment

The GNWT reimburses employees' reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the GNWT.

The Employer proposes incorporating language to ensure the employee agrees to remain with the public service of the GNWT for a period of one year following relocation on initial appointment.

Education Leave

The GNWT recognizes the need to develop a Public Service capable of effectively and efficiently administering Government policy and programs. Education Leave provides a means to meet organizational requirements through employee development planning programs as established for the GNWT or individual departments.

Employees whose applications for Education Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT would like to include language to where the employee agrees to return to work with the GNWT whether or not he/she has successfully completed the approved course of study on the basis of one calendar year for each academic year received.

Deferred Leave

The deferred salary leave plan enables employees to take six months or one year of leave from the GNWT and to finance this leave through a deferral of salary in previous years.

Employees whose applications for Deferred Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT would like to include language where the employee agrees to return to work with the GNWT on the basis equal to the duration of deferred leave (six months or one year of leave).

Relief Workers

The GNWT has also had the opportunity to review the use of Relief Workers and would like to amend the language allowing the GNWT to hire relief employees into positions for which there are no established hours on a daily, weekly, or monthly basis and remove the requirement that relief are only to be utilized in facilities which operate on a daily basis throughout the year.

PROPOSED HOUSEKEEPING CHANGES

AMEND TO READ:

5.03 Where there is any conflict between the provisions of this Agreement and any ~~regulation~~ **employer policy**, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

The term "regulation" in Article 5.03 has caused some confusion. The term means an employer policy, directive or rule. It does not mean that a provision of the Agreement prevails over a legislative Regulation. This modification is in keeping with the principle that parties cannot contract out of a legislative obligation.

AMEND TO SEPARATE SUB-CLAUSES:

21.04 (d)
21.06 (b)
21.06 (c)
37.05
46.02
A9.06(8)(i)

AMEND TO UNDERLINE:

Article 24
Pay

The title for Article 24 "Pay" should be underlined, as they are in the rest of the CA

AMEND TO READ:

37.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:

(a) By the interpretation or application of:

(i) a provision of an Act, or a ~~regulation~~ **policy**, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;

(ii) a provision of this Collective Agreement or Arbitral Award.

The term "regulation" in Article 37.01 (1)(i) has caused some confusion. The term means an employer policy, directive or rule. It does not mean that a provision of the Agreement prevails over a legislative Regulation. This modification is in keeping with the principle that parties cannot contract out of a legislative obligation.

AMEND TO READ:

43.04 The following entitlements shall apply to the movement and storage of effects:

(a) where furnished accommodation is not provided at destination and/or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:

The “and or” on the first line should be “and/or”

AMEND TO ADD:

43.04 The following entitlements shall apply to the movement and storage of effects:

(i) where furnished accommodation is not provided at destination and or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:

(ii) for an employee who does not have dependants residing with him/**her**, 1,814 kg. (4,000 lbs);

Add “him/her” to “him”

AMEND TO REVISE:

45.12 (c)(i) for enroute travel, on distances given in the ~~Canadian Warehousing Official Distance Guide~~ **online resources**, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 mi);

The Canadian Warehousing Official Distance Guide is difficult to continue to use as it becomes quickly out-dated as highways straighten out, new towns are incorporated or older towns become abandoned. The Employer proposes the use of modern technology/online resources as a replacement to this guide.

AMEND TO REMOVE UNDERLINE:

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

The last letter of the Act is currently underlined

AMEND TO REPLACE:

49.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be paid to the participant at the end of each calendar year.

(d) Interest ~~earned~~ **paid** will be reported on the participant's T-4

In this article it refers to interest paid as opposed to interest earned. The GNWT would like to clarify that Article 49.12 (d) is consistent with the rest of Article 49.12 as is reflective of what is reported on an employees T4 - interest paid as opposed to interest earned.

AMEND:

49.13 During the period of leave, the participant shall receive, ~~if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions.~~ **a rate determined by the total amount deferred divided by the hours of leave.** No additional payments to the participant can be made such as loans, subsidies, allowances or salary.

The GNWT would like to propose language that would be consistent with the language in the collective agreement which would have the rate of pay be referred to as an hourly rate.

AMEND:

49.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:

(b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time **prior to the seventh year.**

Require clarification in the Article to ensure employees are aware that the leave cannot be deferred beyond the seventh year. Income Tax Regulations do not allow leave to be extended beyond seven years.

AMEND MOU TITLES TO REPLICATE 172 on the following pages:

Page 173

Page 176

Page 178

Page 179

Page 180
Page 182
Page 183
Page 185
Page 186
Page 188

Memorandum of Understanding - Trainees - Page 184

AMEND TO REPLACE:

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNION OF NORTHERN WORKERS

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

The parties agree this Memorandum will come into effect upon signing and form part of the Collective Agreement ~~which commences April 1, 2012 and replaces the Memorandum at page 184 of that Agreement.~~

1. The provisions of this Memorandum shall apply to:
 - trainees participating in a formal training program with a comprehensive training plan and paid in accordance with paragraph 3 of this Memorandum; and
 - trainers identified in a trainee's comprehensive training plan.

2. Comprehensive training plans must include:
 - Specific identified learning objectives;
 - Learning activities appropriate for the development of identified learning objectives;
 - A time frame for the development of the specified learning objectives;

- Evaluation to substantiate successful accomplishment of the specific learning objectives; and
- Name and position title of the trainers and the period of time each will be supporting the trainee.

3. Trainees' rates of pay will be based on a percentage of step one of the appropriate pay rate as follows:

Three Year Training Program

Year 1	70%
Year 2	75%
Year 3	80%

Two Year Training Program

Year 1	75%
Year 2	80%

One year Training Program

Year 1	80%
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4. The Union shall approve a standard training plan template to be used by the Employer for all trainees. Upon the Union's request, the Employer will provide a copy of any trainee's training plan.
5. The Employer agrees to provide trainers who are identified in the trainee's training plan with a trainer allowance. The Employer will pay an allowance of six-thousand dollars (\$6000.00) a year per training plan. This amount will be paid on a pro-rated basis to the trainer based upon the length of time they are assigned training duties under the training plan over a twelve (12) month period.

This Memorandum replaces the Memorandum at page 184 of the Collective Agreement which expires March 31, 2016.

AMEND TO REPLACE MOU WITH MOA:

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)

AND

THE UNION OF NORTHERN WORKERS (UNW)

1.01 An employee who:

(a) is recalled to a place of work for a specific duty under Article 26 (Call-Back Pay); or

(b) is required to return to work while on standby under Article 29 (Standby); or

(c) is directed to report for work under Article 25.01 (4) (Reporting Pay), or

(d) works overtime contiguous to his/her regularly scheduled shift, shall have a minimum of an eight (8) hour, uninterrupted, rest period before reporting for any regularly scheduled work day or shift, without loss of regular earnings.

1.02 Employees employed in multiple positions shall be subject to the rest period identified in 1.01, but shall not be entitled to a reimbursement for loss of regular earnings, should the hours of work for the subsequent position be scheduled to take place within the prescribed rest period identified in 1.01.

1.03 Notwithstanding 1.01, employees required to work, during off duty hours, under Article 26.03 (Electronic Call-Back) shall not be entitled to the prescribed rest period outlined in 1.01, unless the Electronic Call-Back is for a period greater than one (1) hour.

(a) With regard to Electronic Call-Back (Article 26.03) 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 1.01, should the nature or frequency of the phone call(s), email(s) or other electronic means be deemed necessary by the Employer.

- 1.04 The employee in the above situations shall make all reasonable attempts to advise his/her supervisor of the fact that the employee will not be reporting for duty at the scheduled time.
- 1.05 Notwithstanding 1.01, due to emergencies or legislative requirements, where an employee cannot be provided with eight (8) consecutive hours of rest in accordance with 1.01, he/she shall be paid at two times (2X) his/her base salary for all hours worked during what would have been the eight (8) hour rest period.
- 1.06 Notwithstanding 1.01, if the employee is recalled to work, physically or otherwise, (including but not limited to overtime or call back) within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to the identified rest period of 8 hours.
- 1.07 No employee shall work more than 16 consecutive hours.

During the last round of bargaining, the parties agreed through means of a MOU that there were circumstances where the lack of adequate rest between scheduled hours of work may present health and safety concerns in some work environments. The parties were tasked with establishing a Joint Consultation committee to work together to draft language. The MOA outlines the language accepted by the parties which came into effect on April 1, 2014 and formed part of the Collective Agreement. The MOA replaces the MOU.

PROPOSED SUBSTANTIVE CHANGES

ARTICLE 2 INTERPRETATION AND DEFINITIONS

RENUMBER AND ALPHABETISE WHERE APPLICABLE

2.01 (m)(v) AMEND:

"Employee" means a member of the Bargaining Unit and includes:

a "relief employee" is an employee appointed to a position for which there are no established hours on a daily, weekly or monthly basis and **who** may be required to report to work on an as-and-when required basis ~~and may be required to report to work on an as-and-when required basis for operations where services operate on a daily basis throughout the entire year.~~

This proposal will allow the use of relief workers in all operations, rather than just those that operate continuously throughout the year.

ARTICLE 35 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

The GNWT would like to discuss the current provisions of Article 35.01 (a)(b)(c)(e) in light of ePerformance.

ARTICLE 40 SAFETY AND HEALTH

40.02 (b)(i) Add following (e):

shall provide an occupational health and safety program, and shall review and if necessary revise that program at least once every three (3) years;

This proposal reflects the mandatory requirement in the Occupational Health and Safety Regulations for occupational health and safety programs.

40.02(b)(i)(f) AMEND:

may develop, establish and maintain ~~programs~~, measures and procedures for the protection or improvement of the safety and health of employees;

This proposal in changed to reflect the addition of the new language above.

40.02 (b)(ii) AMEND:

Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings, **post a copy of the minutes of its meetings in a location readily accessible by all employees** and shall make all such minutes and records available to a safety officer on his/her request. Such minutes shall be approved by the Co-Chairs.

This proposal reflects the requirement in the Regulation that committees post their minutes.

ARTICLE 43 RELOCATION EXPENSES ON INITIAL APPOINTMENT AND SUBSEQUENT MOVES AS AN EMPLOYEE

AMEND TO READ:

- 43.01 (a) The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) **Employees must sign an agreement that he/she will remain in the Employer's employ for a period of at least one (1) year in order to receive relocation expenses on initial appointment.**
- (d) **Should the employee not fulfil the service commitment in accordance with the provisions of Clause 43.01 (b) except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article.**
- (ee) Employees shall be compensated for travel at regular salary and at duty travel rates for the time in transit, to a maximum of three (3) days.

In a number of cases employees have been moved to the NWT by the GNWT, only to resign as short time after either returning to their original place of hire or accepting employment outside of the GNWT. We are proposing that if we pay for relocation costs on initial appointment that the individual agrees to a one year service commitment.

ARTICLE 47 EDUCATION LEAVE

AMEND TO ADD THE FOLLOWING:

47.05 (h) Successful applicants will be required to sign and abide by the terms and conditions of the Leave of Absence Agreement with the Employer.

(i) Employees must return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave.

(j) Should the employee not fulfil the service commitment in accordance with the provisions of Clause 47.05 (i) except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article. The employee's indebtedness shall be reduced on a prorated basis.

(i) Proof of acceptance at a recognized university or community college must be submitted, along with a course outline, before proceeding on Education Leave.

(j) Documentation and removal arrangements will be coordinated by the Employer.

Employees whose applications for Education Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT would like to include language to where the employee agrees to return to work with the GNWT whether or not he/she has successfully completed the approved course of study on the basis of one calendar year for each academic year received.

ARTICLE 48 SHORT TERM LEAVE FOR TRAINING PURPOSES

AMEND TO ADD THE FOLLOWING:

48.02 (b) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave. **Should the employee not fulfil the service commitment, except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article. The employee's indebtedness shall be reduced on a prorated basis.**

Employees whose applications for Education Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The

GNWT would like to include language to where the employee agrees to return to work with the GNWT whether or not he/she has successfully completed the approved course of study on the basis of one calendar year for each academic year received.

ARTICLE 49 DEFFERED LEAVE

AMEND TO ADD THE FOLLOWING UNDER 49.16:

49.17 Under this Article, employees must sign an agreement that he/she will return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave. **Should the employee not fulfil the service commitment, except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article. The employee's indebtedness shall be reduced on a prorated basis.**

Employees whose applications for Deferred Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT would like to include language where the employee agrees to return to work with the GNWT on the basis equal to the duration of deferred leave (six months or one year of leave).

ARTICLE 59 DURATION AND RENEWAL

We would like to discuss a long term agreement.

APPENDIX A1 RELIEF EMPLOYEES

A1.01 AMEND TO READ

The Employer shall hire relief employees into positions for which there are no established hours on a daily, weekly or monthly basis and **who** may be required to report to work on an as-and-when required basis ~~for facilities where services operate on a daily basis throughout the entire year.~~

This proposal will allow the use of relief workers in all operations, rather than just those that operate continuously throughout the year.

A1.10 AMEND TO READ:

Relief employees shall earn sixteen percent (16%) of base salary as supplementary compensation in lieu of earning vacation, sick leave, special leave and mandatory leave. This amount shall be ~~liquidated in the month of May or upon three weeks written notice by the employee~~ **paid bi-weekly.**

This change removes “liquidated in the month of May or upon three weeks written notice by the employee”. A number of relief employees have requested that their 16% be paid out bi-weekly. When paid out in May, this amount is taxed at a higher rate than would be the case if it was paid out bi-weekly. To make administration simpler we want to have one process for the payouts and are proposing moving to bi-weekly payouts.

APPENDIX B1

Our overall goal is to maintain a sustainable public service. To do this we need to achieve a balance between investing in employees and fiscal responsibility. We believe that this should be a shared goal between the Union and the GNWT

AMEND TO REMOVE:

~~LETTER OF UNDERSTANDING~~

~~BETWEEN~~

~~THE UNION OF NORTHERN WORKERS~~

~~AND~~

~~THE GOVERNMENT OF THE NORTHWEST TERRITORIES~~

~~RELIEF EMPLOYEES~~

~~The Parties agree that during the term of this agreement they shall meet on a quarterly basis to review the use of relief employees.~~

~~The Employer shall provide the Union with monthly reports indicating the use of relief employees.~~

Quarterly meetings were initiated to discuss the implementation of the new category of relief employees. No meetings have take place within the life of the 2012-2016 agreement. There is no longer a need for these meetings.

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNION OF NORTHERN WORKERS

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

APPLICATION OF SAFE DISCLOSURE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE GOVERNMENT OF THE NORTHWEST TERRITORIES AND THE UNION OF NORTHERN WORKERS.

The GNWT would like to discuss with the Union the recommendations contained within the Safe Disclosure Panel’s annual report as sanctioned under Section 30 of the MOA. The Panel identified issues and provided comments with respect to specific sections of the MOA.

- 3. Confidentiality
 - determine where the permanent archive of Panel files should be maintained.
- 13. Investigations
 - Provide clarity on timelines
- 16. Powers of the Safe Disclosure Panel
- 17. Reporting Directly to the Safe Disclosure Panel
- 19. Where an Investigation Is Not Required
 - 19.1.4 has a typo in it: “be” should be “been”
- 28. Safety from Reprisals for Employees
 - How to determine whether an alleged reprisal contrary to the MOA has actually occurred.

In addition, the GNWT would also like to discuss the General Comments contained in the report:

- Departments Conducting Investigations
- Appointment by Departments of “Independent” Investigator
- Conducting Safe Disclosure Investigations
- Other Safe Disclosure Investigations

**AMEND TO ADD:
Memorandum of Understanding - Mental Health**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNION OF NORTHERN WORKERS
AND
THE GOVERNMENT OF THE NORTHWEST TERRITORIES

The GNWT proposes the need for union and management to work together to identify and implement practices that support and promote good mental health.