



# **GOVERNMENT OF THE NORTHWEST TERRITORIES NEGOTIATIONS 2016**

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## **Bargaining Proposals**

**January 14, 2016**

This document represents bargaining proposals of the Union of Northern Workers (UNW) for this round of negotiations for employees of the Government of the Northwest Territories. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the UNW reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause, article, appendix or MOU, that clause, article, appendix or MOU shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

#### SPECIAL NOTE

Regarding the potential for incorporation of the Hay River Health and Social Services Authority (HRHSSA) into the Government of the Northwest Territories - all bargaining is without prejudice to and does not substitute for such future and other bargaining as may be required by law in the event that this possibility is realized.

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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**Amend as follows:**

- (e) (i) “Continuous Employment” and “Continuous Service” means:
- (1) uninterrupted employment with the Government of the Northwest Territories;
  - (2) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service within three (3) months of terminating his/her previous employment with such government; except where a function of the Federal Government is transferred to the Northwest Territories Government; ~~and~~
  - (3) prior service with the municipalities and hamlets of the Northwest Territories providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment; **and**
  - (4) prior service with the Hay River Health and Social Services Authority, providing an employee was recruited or transferred within three (3) months of terminating his/her previous employment.**

**ARTICLE 18  
VACATION LEAVE**

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**Amend as follows:**

ACCUMULATION OF VACATION LEAVE

18.01 (1) For each hour that an employee receives pay he/she shall earn vacation leave at the following rates:

Years of Service	Hourly Entitlement	
0-2 years	<del>0.063462</del>	<b>0.073077</b>
2-7 years	<del>0.082616</del>	<b>0.088462</b>
7-15 years	<del>0.096000</del>	<b>0.103846</b>
15-20 years	<del>0.115385</del>	<b>0.134615</b>
20 + years	<del>0.134770</del>	<b>0.161538</b>

The time to which this applies is set out in Article 17.07.

(2) The accumulated service for part-time and seasonal employees shall be counted for the improved vacation leave entitlements in section (1) of this Article.

(3) Leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

## ARTICLE 19 SPECIAL LEAVE

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### Amend as follows:

#### CREDITS

19.01 (1) An employee shall earn special leave credits ~~up to a maximum of thirty (30) days~~ at the rate of ~~0.023077~~ **0.038462** hours for each hour that an employee receives pay. The time to which this applies is set out in Article 17.07.

~~As credits are used, they may continue to be earned up to the maximum.~~

(2) Special leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

#### SPECIAL LEAVE

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

(1) The Deputy Head shall grant special leave earned with pay for a period of ~~up to five (5)~~ **seven (7)** consecutive working days:

(a) when there is a death in the employee's immediate family. The employee may be granted up to ~~three (3)~~ **five (5)** additional days special leave for the purpose of travel;

(b) when an employee is to be married.

**NEW**

**19.05 An employee shall be granted special leave with pay up to a maximum of five (5) days, at the employee's discretion.**

**Renumber remainder of article.**

## ARTICLE 21 OTHER TYPES OF LEAVE

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**Amend as follows:**

### PARENTAL LEAVE WITHOUT PAY

- 21.04 (a) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is 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.
- (b) An employee who intends to request parental leave shall notify the Employer in writing at least four weeks prior to the expected date of the commencement of parental leave without pay.
- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".
- (d) After completion of six (6) months continuous employment with the Employer, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance in accordance with this Article.
- (e) An applicant under Clause 21.05(d) shall sign an agreement with the Employer providing:
- (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after his/her return to work;
  - (ii) that he/she will return to work on the date of the expiry of his/her parental leave 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 21.05(e), except by reason of death, disability,

or lay-off, the employee recognizes that he/she is indebted to the Employer for the parental leave allowance amount received pursuant to this Article. Should the employee not return for the full six-month period, the employee's indebtedness shall be reduced on a prorated basis.

(g) ~~In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance payments made will be equivalent to 93% of the employee's weekly rate of pay for the first two weeks and for an additional 15 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.~~

(h) ~~In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made in accordance with this Article will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.~~

(g) **Parental Allowance payments will consist of the following:**

(i) **where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period;**

(ii) **for each week the employee receives parental benefits under the *Employment Insurance Act*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental EI benefit.**

(h) For a full-time employee the weekly rate of pay referred to in Clauses 21.05(g) and ~~(h)~~ shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be.

(i) For part-time and relief employees the weekly rate of pay referred to in Clauses 21.05(g) and ~~(h)~~ shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be and averaged over the six month period of continuous service.



- (j) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
- (k) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.

## **21.07 Compassionate Care Allowance**

- (a) **An employee who is on leave without pay for compassionate care shall be paid a compassionate care allowance , providing he or she:**
  - (i) **has completed six (6) months of continuous employment before the commencement of leave without pay, and**
  - (ii) **provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer.**
- (b) **Compassionate Care Allowance payments will consist of the following:**
  - (i) **where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance Compassionate Care* benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period;**
  - (ii) **for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the *Employment Insurance Compassionate Care* benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay.**
- (c) **The weekly rate of pay referred to in paragraph (b) shall be the employee's weekly rate of pay on the day immediately preceding the commencement of leave without pay for compassionate care.**
- (d) **Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.**

***Renumber remainder of article.***

**ARTICLE 22**  
**HOURS OF WORK - GENERAL**

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**The Union reserves the right to propose language to deal with Rest Period issues based on the MOU between the parties in the last round.**

## ARTICLE 27 SHIFT PREMIUM

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### Amend as follows:

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium of ~~two dollars and fifty cents (\$2.50)~~ **two dollars and seventy-five cents (\$2.75)** per hour for all hours worked between the hours of 4:00 p.m. and ~~8:00~~ **12:00** a.m, **and a shift premium of five dollars (\$5.00) per hour for all hours worked between the hours of 12:00 am and 8:00 am.** Shift premium will also be paid for all overtime hours worked contiguously to the period specified above, but for no other overtime hours.
- 27.02 Employees shall receive an additional premium of ~~two dollars and fifty cents (\$2.50)~~ **three dollars and twenty-five cents (\$3.25)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

## ARTICLE 38 CONTRACTING OUT

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**Amend as follows:**

38.01 ~~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.~~ **There shall be no contracting out of bargaining unit work.**

38.02 ~~The Employer will 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 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.~~

**ARTICLE 41  
NORTHERN ALLOWANCE**

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**RESERVE**

**ARTICLE 42**  
**ULTIMATE REMOVAL ASSISTANCE**

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**RESERVE**

**ARTICLE 46**  
**UNIFORMS AND PROTECTIVE CLOTHING**

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**Amend as follows:**

**46.08**      **Employees who are required to do work outside in winter months will receive a two-hundred dollar (\$200) winter clothing allowance annually.**

## ARTICLE 48

### SHORT TERM LEAVE FOR TRAINING PURPOSES

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**Amend as follows:**

- 48.01 Leave with or without pay to take ~~advanced or supplementary professional or technical~~ training of less than one academic year may be granted to employees with the approval of the Employer. **An amount equivalent to 1% of total payroll shall be set aside annually by the Employer to fund training needs identified under 48.02 (a) (iv).**
- 48.02 Such leave shall be based on an appraisal of the present and future job requirements, ~~and/or~~ the qualifications of the employee applying, **and the needs and interests articulated by the employee. Leave and shall be granted only to meet the identified needs discussed and agreed to between supervisor and employee.**
- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
- (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or
  - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work or to maintain certification; or
  - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees- ; or
  - (iv) where needs for training have been identified as important to individual career development or performance improvement.**
- (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.
- 48.03 Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has



been approved or denied. **It is agreed that decisions to approve or deny leave requests, including examination of the criteria and reasoning used will be a regular discussion item in joint union-management meetings.**

- 48.04 Education Assistants and School Community Counsellors attending conferences approved by the Employer shall be on leave with pay and will have their travel and conference expenses paid.
- 48.05 An employee who attends a recognized educational institution in order to remain certified in a professional occupation, when such certification is required by law and used in the normal course of employment, shall be granted leave with pay. The Employer will reimburse the employee any registration or tuition fees incurred by the employee and all travel expenses in accordance with Article 45 of the Agreement.
- 48.06 Where approved by the Employer, employees shall be reimbursed, upon successful completion, for correspondence courses and other training taking place outside of their normal working hours. This may include expenses related to tuition and course materials. Approval by the Employer and reimbursement of expenses shall not be unreasonably denied.

## **ARTICLE 51 SEXUAL HARASSMENT**

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**Amend as follows:**

**Delete current Articles 51, 55**

**NEW**

### **ARTICLE 51 HARASSMENT, ABUSE OF AUTHORITY AND WORKPLACE VIOLENCE**

**51.01**        **The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment and abuse, and agree that harassment, abuse of authority and violence will not be tolerated in the workplace.**

**51.02**        **Definitions:**

- a) Harassment (including bullying) is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
- b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her 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.**
- c) Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.**

**51.03**        **Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint. If a level in the**

**grievance procedure is waived, no other level shall be waived except by mutual agreement.**

- 51.04** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment or abuse of authority. The selection of the mediator will be by mutual agreement.
- 51.05** 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 *Safety Act* and any other relevant jurisdictional policies and procedures.
- 51.06** 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 in 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 counselling to employees who have suffered as a result of workplace violence.**
- 51.07** Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to any restriction pursuant to the *Access to Information Act* and the *Privacy Act*.

**NEW ARTICLE  
SAFE DISCLOSURE**

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**The Union reserves the right to propose language dealing with Safe Disclosure based on the MOU signed between the parties last round.**

## APPENDIX A2 CORRECTIONS OFFICERS

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### Amend as follows:

A2.04 The Employer agrees to provide a hot meal, **or at the employee's request, a meal allowance equal to the average of the breakfast, lunch and dinner amounts set out in Clause 45.05(a) to employees working on shift.** ~~to employees working on the shift between 0800 and 1600 daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily.~~ The specified meal period will be scheduled as close to the midpoint of the shift as possible. During this meal period the officers may be away from their place of duty, but not off the premises, providing at least two (2) officers, one being the Control Officer, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.

## APPENDIX A4 TERM EMPLOYEES

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### Amend as follows:

- A4.01        The Employer shall hire term employees for a period not to exceed ~~forty-eight (48)~~ **twenty-four (24)** months of continuous employment in any particular department, board or agency.
- A4.02        Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the Public Service Pension Plan (Superannuation), the Public Service Health Care Plan and to disability insurance.
- ~~A4.03        If an Employee in a term position is to be extended beyond 48 months of continuous employment in that position, the Employer shall consult with the Union.~~
- A4.04 **03**     Where vacation leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused vacation leave and lieu time to extend their employment. ~~Where employment is extended at the request of the Employee, if the new term exceeds 48 months consultation with the Union is not required.~~
- A4.05 **04**     Term Employees shall be entitled to Maternity and Parental Leave allowances provided the Employee's current term of employment provides sufficient time to completely fulfill the return of service commitment required after the return from maternity or parental leave.
- A4.05        The Employer agrees not to use term employees to fill a position permanently vacated by an indeterminate employee.**
- A4.06        After twenty-four (24) months of continuous employment, a term employee shall be directly appointed to their current position as an indeterminate employee pursuant to the provisions of the *Public Service Act*.**

## APPENDIX A6 SOCIAL JUSTICE FUND

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The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked to the PSAC Social Justice Fund. **The GNWT shall also make a matching contribution of two cents (2¢) per hour for all hours worked by bargaining unit members to the PSAC Social Justice Fund.**

Contributions to the Fund will be made quarterly, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

**RESERVE**



**APPENDIX A10  
HEALTH CARE PRACTITIONERS**

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Amend as follows:

**A.10.F      Professional Development Initiative**

- (a)    The Professional Development Initiative (PDI) program is intended to provide eligible Department of Health and Social Services (DHSS) and Health Authority frontline professionals, clinical staff and managers with increased opportunities for professional development, education and training for the purposes of skill and career enhancement. It is also intended to encourage and promote recruitment and retention in the northern workforce. PDI is used to develop health and social services skills, to provide training or development activities relevant to employees' roles, or to maintain license requirements. The monies are not intended to replace existing funds used for statutory and/or mandatory training.
  
- (b)    Employees in the positions listed in the 2015/2016 PDI Guidelines may be eligible for the PDI program. Titles may vary from department to department and funding is based on preset criteria and the type of work identified in the assigned National Occupation Code (NOC). These frontline professional, clinical and manager positions require specific health or social services education, certification or licensing in order to provide or directly support day-to-day assessment of or care to residents of the Northwest Territories.

(c)    **Community Rates**

Aklavik	\$3,700	Jean Marie River	\$3,350
Behchoko	\$3,100	Kakisa	\$3,000
Colville Lake	\$3,900	Lutselk'e	\$3,300
Deline	\$3,800	Nahanni Butte	\$3,990
Dettah	\$3,000	N'Dilo	\$3,024
Enterprise	\$3,000	Norman Wells	\$3,425
Fort Good Hope	\$3,750	Paulatuk	\$4,400
Fort Liard	\$3,000	Sachs Harbour	\$4,610
Fort McPherson	\$4,000	Trout Lake	\$3,980
Fort Providence	\$3,000	Tsiigehtchic	\$3,680
Fort Resolution	\$3,000	Tuktoyaktuk	\$3,830

<b>Fort Simpson</b>	<b>\$3,600</b>	<b>Tulita</b>	<b>\$3,710</b>
<b>Fort Smith</b>	<b>\$2,000</b>	<b>Ulukhaktok</b>	<b>\$4,880</b>
<b>Gamèti</b>	<b>\$3,330</b>	<b>Wekweeti</b>	<b>\$3,300</b>
<b>Hay River</b>	<b>\$2,000</b>	<b>Whati</b>	<b>\$3,300</b>
<b>Hay River Reserve</b>	<b>\$2,000</b>	<b>Wrigley</b>	<b>\$4,032</b>
<b>Inuvik</b>	<b>\$3,550</b>	<b>Yellowknife</b>	<b>\$2,000</b>

## **APPENDIX B PAY SCHEDULES**

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The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements may include, but will not be restricted to:

- Real economic increases;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Changes to the Northern Allowance article;
- Retroactivity back to the first day of the contract.