



# **GOVERNMENT OF THE NORTHWEST TERRITORIES NEGOTIATIONS 2016 - 2019**

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## **Counterproposals**

All of the Union's proposals, counter-proposals, and withdrawals are part of a package.

**February 8, 2019**

This document represents bargaining proposals of the Union of Northern Workers (UNW) for this round of mediation 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.

All of the Union's proposals, counter-proposals and withdrawals are part of a package.

The Union agrees to change all references to the Deputy Minister of Human Resources to Deputy Minister responsible for the Public Service Act.

## **ARTICLE 2 -- INTERPRETATIONS AND DEFINITIONS**

2.01 (m) (v) Relief Definition (Employer Proposal)

The Union is not interested in this **proposal**.

**Commented [AMT1]:** See Union proposal on Relief, Term and Casual employees

## **ARTICLE 16- DESIGNATED PAID HOLIDAYS**

The Union agrees to change National Aboriginal Day to National Indigenous Peoples **Day**

**Commented [AMT2]:** The Union is in agreement with the Employer's proposal from mediation on October 26, 2018

## **ARTICLE 18 -- VACATION LEAVE**

The Union withdraws its proposals.

## **ARTICLE 19 -- SPECIAL LEAVE**

The Union withdraws its proposals.

## **ARTICLE 20-- TRANSPORTATION TO A MEDICAL CENTRE**

20.09(a) Where an employee or an employee's dependant is required to travel ~~from his/her place of residence in the N.W.T.~~ **in order** to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following **provisions**:

**Commented [AMT3]:** To remove the requirement to travel from employee's home community, as per Employer's proposal at mediation Oct 26 2018

- (i) Payment shall not exceed the cost of return transportation to the point of departure, **or to the person's place of residence, or the cost of transportation** to 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).

The change to 20.09(a)(i) is to ensure the intent of removing the requirement to travel from the home community in 20.09(a) is met.

## **ARTICLE 21 -- OTHER TYPES OF LEAVE**

### **AGREED**

#### **21.04 Maternity Leave Without Pay; 21.05 Parental Leave Without Pay**

##### *MATERNITY LEAVE WITHOUT PAY*

- 21.4 21.04(a) (i) An employee who becomes pregnant shall notify the Employer in writing at least four (4) weeks prior to the expected date of the commencement of maternity leave without pay and, subject to Section (ii) of this Clause, shall be granted leave without pay for a period of seventeen (17) consecutive weeks commencing at any time during the seventeen (17) week period prior to the expected date of delivery. The employee may apply to a benefits administrator and she shall be given, within one week of application, a clear understandable information package and counselling 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 consecutive weeks from the commencement of her leave without pay;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected date of delivery;
  - (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 **six (6)** months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with this Article.

- (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
    - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work;
    - (b) that she will return to work on the date of the expiry of her 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 she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
  - (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or parental leave without the consent of the employee, the employer and the Union.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
- (i) For the first **one (1) ~~two (2)~~** weeks, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the commencement of the maternity leave. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay; ~~Where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.~~
  - (ii) **Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, equivalent to ninety-three**

**per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.**

- (iii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) **and 21.04 (c)(ii)** shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.
  - (b) for part-time and relief employees the weekly rate of pay referred to in Clause 21.04(c)(i) **and 21.04 (c)(ii)** shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six **(6)** month period of continuous service.
  - (iv) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
  - (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) **or 21.04 (c)(ii)**, the payments shall be adjusted on the effective date.
- (d) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will:
- (i) change those working conditions;
  - (ii) assign suitable alternative work;
  - (iii) temporarily transfer the employee; or
  - (iv) where none of these options are reasonable within operational requirements, allow the employee to take a leave of absence without pay for the duration of her pregnancy.

#### **PARENTAL LEAVE WITHOUT PAY**

- 21.5 21.05(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 **sixty-three (63) consecutive weeks**. The leave shall be taken during the eighty-six (86) week period immediately following the day the child is born or, in the case of adoption; within **the eighty-six (86) week period** from the date the child comes into the employee's care and custody.

**Commented [AMT4]:** Changing the time available to take off, consistent with legislation.

- (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 (6) 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 **one (1) ~~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. **Where an employee has ~~received~~**

the full fifteen (15) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of the employee's weekly rate of pay for each week, less any other monies earned during this period.

**Commented [AMT5]:** If mother takes the time, she will receive 38% for the duration and therefore there is a larger top up for the ER for this period of time.

- (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 ninety-three per cent (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 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 Employment Insurance benefit.~~

~~(iii) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the weekly rate of pay for each week, less any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04 (c)(ii) for the same child.~~

- (i) 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.

- (j) 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 (6) month period of continuous service.



- (k) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.

Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of eighty-six (86) weeks for both employees combined

**ARTICLE 27 - SHIFT PREMIUM**

*The Union withdraws its proposals.*

**ARTICLE 35 -- EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

*The Union maintains its proposals*

- 35.1 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and

**Commented [AMT6]:** The changes made here are in response to the Employer introducing an e-performance system. Not all members have access to computers during work and not all employees are comfortable with the use of computers. We also had cases where managers/supervisors were entering information for and as an employee. This should not be happening whether at an employee's request or not.

then ~~sign~~**acknowledge** the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal. The employee shall be permitted up to 14 days from the time he or she is presented with the review form to provide his or her ~~signature~~**acknowledgement** and written comments.

- (b) After the employee has ~~signed~~**acknowledged** the performance appraisal, the employee's supervisor who completed the appraisal shall not add any further comments.
- (c) Should the employee's reviewing officer add any comments to the employee's performance appraisal, the employee shall be entitled to comment on the reviewing officer's comments within 14 days of the date that the employee is ~~provided with~~**notified of** the reviewing officer's comments.
- (d) The employee may use the grievance procedure in Article 37 to correct any factual inaccuracies in his/her performance appraisal.
- (e) The formal review of an employee's performance shall also incorporate an opportunity for the employee to ~~state his/her~~**to set Learning Plans that support** career development ~~goals~~ and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.
- (f) **No Supervisor shall enter data into the e-performance system on behalf of an employee.**

35.2 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.

35.3 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 18 months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

35.4 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

**ARTICLE 38 -- CONTRACTING OUT**

*The Union maintains its proposals.*

**Amend as follows:**

38.1 ~~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.**

38.2 ~~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.~~

**Commented [AMT7]:** With the increasing use of P3s (such as at Stanton), the reductions of the workforce by the Employer and the increasing uncertainty of continued employment, this is important to the union and membership to ensure job security.

**ARTICLE 41 -- NORTHERN ALLOWANCE**

*Renew and add to Memorandum of Settlement:*

**Effective April 1, 2016, there will be a new component, the Environmental Component, added to the Northern Allowance base. This component shall be \$500.**

*Before this proposed new provision can be agreed upon, the parties need to discuss how to apply a methodology to the Environmental Component.*

**Commented [AMT8]:** The base is Yellowknife

**ARTICLE 42 -- ULTIMATE REMOVAL ASSISTANCE**

*The Union maintains its proposals*

**Amend as follows:**

Payment of Ultimate Removal Assistance

- 42.3 a) Payment of ultimate removal assistance as a lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that the employee has moved from his/her community of residence. Such evidence must be submitted to the Department of Human Resources within ~~twenty one~~ **four (24)** months from the date of termination.
- b) The employee is responsible for making all moving arrangements and paying for his/her move.
- c) Employees must move from his/her community of residence within ~~eighteen (18)~~ **twenty four (24)** months from the date of termination
- d) If a former employee does not move from his/her community of residence within ~~eighteen (18)~~ **twenty-four (24)** months from the date of termination or has failed to submit satisfactory evidence, he/she will no longer be entitled to the Ultimate Removal Assistance.
- e) ~~Only one entitlement will be paid per family unit.~~

**Commented [AMT9]:** At mediation the Barg Team had expressed they would be willing to move off this (a, c and d) if we get (e), in the concept of a package

**Commented [AMT10]:** This is discriminatory language. There is currently a case in front of the Human Rights Commission on this and the Union is supporting the member in fighting it.

**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 dependents between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) **Indeterminate 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.**
- (e) (c) **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, rejection on probation, or termination, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article.**

**Commented [AMT11]:** The Union is willing to agree to the Employer's proposal with exceptions to added language in (c) in an effort to address concerns with their spending funds on employees who do not remain in the NWT.

We wish to ensure that individuals who are unsuccessful, or leaving not of their own choice are not penalized. Workers who are terminated by the employer without cause should not be responsible for paying back these funds. They are not leaving the workforce by their choice

The bargaining team will agree to the employer's proposal with the goal of coming to an agreement.

(ee) (d) 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.

#### **ARTICLE 46 - UNIFORMS AND PROTECTIVE CLOTHING**

*The Union withdraws its proposals.*

#### **ARTICLE 47 - EDUCATION LEAVE**

(Employer Proposal 47.05)

##### **47.05 Education Leave**

**(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, rejection on probation or termination, 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.**

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

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

#### **ARTICLE 48 -- SHORT-TERM LEAVE FOR TRAINING PURPOSES**

(Union Proposal 48.02 and 48.02 (a), Employer Proposal 48.02 (b) )

*The Union agrees to the Employer's counterproposal and the Employer's proposal in 48.02 (b), as amended, conditional on the Employer withdrawing its proposals on relief work. The Union has already withdrawn its proposal in 48.01.*

*48.02 – Amend to read:*

**Commented [AMT12]:** The Union is willing to agree to the Employer's proposal with exceptions to added language in (c) in an effort to address concerns with their spending funds on employees who do not remain in the NWT.

We wish to ensure that individuals who are unsuccessful, or leaving not of their own choice are not penalized. Workers who are terminated by the employer without cause should not be responsible for paying back these funds. They are not leaving the workforce by their choice

The bargaining team will agree to the employer's proposal with the goal of coming to an agreement.

~~Such leave shall be based on an appraisal of the present and future job requirements and/or the qualifications of the employee applying and shall be granted only to meet the identified needs.~~ Such leave shall be based on an appraisal of the present and future job requirements, the qualifications of the employee applying, **and the needs and interest identified by the employee and the Employer. Leave shall be granted only to meet the identified needs.**

**Commented [AMT13]:** This is to address the fact that employees identify needs and requirements as well as the employer.

(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.

**(iv) where needs for training have been identified as important for individual career development with the Public Service.**

#### 48.02 (b) Education Leave (GNWT **proposal**)

**Commented [AMT14]:** The Union is willing to agree to the Employer's proposal with exceptions to added language in (c) in an effort to address concerns with their spending funds on employees who do not remain in the NWT.

**(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, or rejection on probation or termination, 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.**

We wish to ensure that individuals who are unsuccessful, or leaving not of their own choice are not penalized. Workers who are terminated by the employer without cause should not be responsible for paying back these funds. They are not leaving the workforce by their choice

The bargaining team will agree to the employer's proposal with the goal of coming to an agreement.

#### **ARTICLE 59 – DURATION AND RENEWAL & APPENDIX B-- PAY SCALES**

Duration, general economic increases and improved job security protections are tied together.

APPENDIX A6  
SOCIAL JUSTICE FUND

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.

**Commented [AMT15]:** We believe this is the responsible thing for the employer to do and leave our proposal on the table at this time.

**APPENDIX A9 - COLLEGE EDUCATORS**

A9.01 For the purposes of Appendix A9, a Program Manager is the immediate supervisor of a College Educator/Instructor. The Program Manager may be a Senior Instructor, Program Head, Coordinator, Chair, Librarian, Aurora Research Institute Manager, Campus Manager, Director or other position identified as the immediate supervisor of the College Educator/Instructor.

**Commented [AMT16]:** With this language we believe that we have reached agreement on A9.

- (a) It is recognized that within the College system, different program areas dictate different instructional requirements. It is further recognized that, in addition to instructional requirements, Instructors perform related professional responsibilities to support their instructional and administrative duties.

The College instructional year will be two hundred (200) working days for each Instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day shall consist of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

- (b) i. The annual workload for each term or indeterminate Instructor on strength on May 31st shall be determined by the program manager or designate, who will discuss with and inform the Instructor by May 31<sup>st</sup>, whenever possible, of the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:
- a. the Instructor's experience
  - b. class size
  - c. nature of course

- d. number of different courses
  - e. mode of delivery
  - f. evaluation methods
  - g. spread of teaching hours in a day and week
  - h. Senior Instructor's administrative duties
  - i. practicums /internships
  - j. workload of other Instructors in the program
  - k. field based education/culture camps
  - l. curriculum development
  - m. multi-level course delivery
  - n. research
- ii. The annual workload for newly hired Instructors will be determined as soon as possible following their appointment.
  - iii. Where re-assignment is necessary, notification of re-assignment will be provided to the Instructor as soon as possible.
  - iv. If an Instructor disagrees with his/her annual workload, he/she shall first attempt to resolve the issue with the program manager.
  - v. If within five (5) working days the issue is not resolved, the Instructor shall attempt to resolve the issue with the program manager's supervisor.
- (c) Instructors shall set aside and post one (1) hour per week per course instructed outside of regular teaching hours to meet with students.
  - (d) Instructors who are required by the Employer to work in excess of the 200-day instructional year, 7.5 hours per day or 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.

Instructors in certificate and diploma programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Instructors in degree programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour



over the maximum.

Respecting the clinical nature of health programs, Instructors who oversee clinical placements and are required by the Employer to instruct in excess of 700 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. Clinical supervision is counted as one to one student supervision and therefore instructional hours will be calculated at 100% of the hours indicated in the course/program outline.

Instructors in Developmental Studies who are required by the Employer to instruct in excess of 750 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Respecting the diversity of the role of Adult Educators in the various communities, their work plans shall be determined by the Chair of Community Programs or designate, who will discuss with and inform the Adult Educator at the beginning of the academic year. The scheduled instructional hours shall be determined based on the workload requirements. **Adult Educators who are required by the Employer to instruct in excess of 1,000 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

Instructors in the Trades area who are required by the Employer to instruct in excess of 900 scheduled instructional hours in one instructional year shall receive overtime at one and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. This category includes Instructors in the Observer Communicator Program.

Recognizing that Instructors supervising practicums/work placements/preceptorships are not in constant contact with students, instructional hours will be calculated at one (1) hour per student per week of each full-time practicum/work placement/preceptorship assignment. In the event that the practicum/work placement preceptorship is not full time, the one (1) hour per student per week shall be prorated (e.g. If the work placement is for 1 day per week, it will take 5 weeks of the work placement for the Instructor to be provided with one (1) instructional hour).

**Commented [AMT17]:** This is to address the OT for Adult Educators working excess hours. Language is in the C.A. for other instructors, but not this group.

Where an Instructor is assigned field-based education and is responsible for students outside the regular hours of work of Monday through Friday for the completed hours of 5:00 p.m. to 8:30 a.m. the following morning she/he will be paid in addition to the Instructor's regular rate of pay for an additional six hours at the rate of time and one-half (1.5). In the case where an Instructor has to bring a student(s) back prior to 8:30 a.m. she/he will be paid overtime for all hours worked in accordance with Article 23.

Instructors who are assigned field based education and who are responsible for students on designated paid holidays or days of rest will be paid a maximum of 12 hours pay per day at the applicable overtime rates.

Instructors who are required by the Employer to instruct in more than one of the above noted program areas will have their maximum instructional hours prorated based on the maximum hours in each area indicated above. Certificate, diploma and degree Instructors who are required by the Employer to instruct in the Developmental Studies area and who instruct in excess of 550 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each hour over the maximum.

*Example 1:*

A Developmental Studies Instructor who is assigned two 45 hour courses in a credit program and the remainder in Developmental Studies shall have the following calculation for his/her maximum instructional hours:

Certificate, Diploma, Degree: 90 hours divided by 450 hours equals 20% of a full time.  
Developmental Studies: 80% of 750 hours equals 600 hours.  
Maximum instructional Load: 90 hours plus 600 hours equals 690 hours.

*Example 2:*

A certificate, diploma, or degree Instructor who is assigned one 210-hour course in Developmental Studies and the remainder in a certificate, diploma, or degree program shall have the following calculation for his/her maximum instructional hours:

Developmental Studies: 210 hours divided by 750 hours equals 28% of a full time.

Certificate, diploma, or degree: 72% of 450 hours equals 324 hours.  
Maximum instructional load: 210 hours plus 324 hours equals 534 hours.

- (e) Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.

The pay rate for Adult Educators in training circumstances and hired with less than a Bachelor of Education degree and/or no credentials in Adult Education will be:

- i. One (1) year Training Program  
Year one: 90% of Basic Adult Educator Salary
- ii. Two (2) year Training Program  
Year One: 80% of Basic Adult Educator Salary  
Year Two: 90% of Basic Adult Educator Salary

- (f) The Instructor shall have a minimum of five (5) working days without scheduled instructional duties at the end of each semester/term and at the end of each program delivery. If semesters overlap, five (5) working days shall be scheduled without instructional duties.

- (g) An Instructor's vacation leave taken between the end of that Instructor's Scheduled Instructional Year and the start of the Instructor's next Scheduled Instructional Year shall not be counted as working days for that Instructor.

- (h) "Instructor" means an Aurora College instructor with instructional responsibilities as identified in his/her job description and includes: Instructors, Senior Instructors, Program Heads, and Adult Educators.

- (i) "Adult Educator" means a community Adult Educator who facilitates and provides academic and administrative leadership for the effective delivery of a full range of literacy, academic, skills based and Developmental Studies programming at the Community Learning Centre and also instructs in a variety of subject areas.

- (j) "Scheduled Instructional Year" means an individual Instructor's instructional year, as approved by the Campus Director or designate.

- (k) **"Instructional Hour" mean one (1) hour spent instructing students by an Instructor, regardless of the number of levels of instruction provided over that hour. This formula does not apply**

**Commented [AMT18]:** This is to clarify what an instructional hour is. For example, if an instructor is teaching 3 different levels in a one hour period, it counts as 1 instructional hour, not 3.

**to the calculations of instructional hours for practicum/work placement/preceptorship assignments.**

#### VACATION LEAVE

A9.02 The following clauses of Article 18 do not apply:

18.01 18.02(1) (e)(iii) 18.04

- (a) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than a full time status shall earn their vacation leave entitlement on a prorated basis.
- (b) Where in any vacation year an employee has not been granted all of the vacation leave credited to him, the unused portion of his/her vacation leave up to a maximum of twenty (20) days leave shall be carried over into the following vacation year. Earned but unused vacation leave credits in excess of twenty (20) days shall be paid in cash at the employee's daily rate of pay as at March 31 of the previous vacation year.

#### PROFESSIONAL DEVELOPMENT COMMITTEES

A9.03 (1) A consideration when allocating professional development funding is maintaining professional designations of College Educators/ Instructors. It is the College Educator's/Instructor's responsibility to ensure that his/her required credentials are current and maintained. The professional development funding may be used to support College Educators/Instructors in maintaining professional designations and credentials that are directly related to their position.

"College Educators/Instructors" for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), ~~Chairs~~, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, ~~Library Technicians~~, and Aurora College Research Institute Managers, ~~and research staff~~. "Full-time Indeterminate and term College Educators/ Instructors" for the purpose of Professional Development shall include ~~full-time~~ seasonal College Educators/Instructors.

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee will consist of a

total of seven (7) members. ~~One member shall be appointed by the President and shall be a member of the Bargaining Unit.~~

The ~~other~~ Members of the Committee shall be appointed through nomination and election by members of each area for the College in each of the first five areas listed below and shall be ~~full-time~~ instructors of the College. ~~“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, and Aurora College Research Institute Managers. “Full-time indeterminate and term College Educators/Instructors” for the purpose of Professional Development shall include full-time seasonal College Educators/Instructors.~~ The nomination and election process shall be administered by the Committee.

- i. Aurora Campus, Beaufort-Delta and Sahtu Regions (1 member)
  - ii. Yellowknife/North Slave Region (1 member)
  - iii. Community Program - Adult Educators (1)
  - iv. Thebacha Campus, South Slave and Deh Cho Regions (2 members)
  - v. Librarians/~~Library Technicians, Research Staff,~~ Counselors/Coordinators/Program Chairpersons and the Aurora Research Institute Managers (1 member)
  - vi. President or his/her Appointee (1 member)
- Total = 7 members

- (a) The Committee shall choose a chairperson;
- (b) The normal term of office is two years;
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment;
- (d) Notwithstanding the above Committee structure, the Committee shall endeavor to have at least one representative from each of the three areas of study, Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.

(2) Terms of Reference

The terms of reference for the Committee include the following items:

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
  - (b) to develop and maintain a Professional Development Guidelines manual for reference and distribution;
  - (c) to determine the individual professional development needs of College Educators/Instructors in line with requirements of the College;
  - (d) to develop an on-going professional development program designed to meet identified development needs of all College Educators/Instructors within the limits of funds available;
  - (e) to develop a working budget which will provide for the professional development program for College Educators/Instructors;
  - (f) to provide for appropriate evaluation procedures for the professional development program;
  - (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

**PROFESSIONAL DEVELOPMENT FUNDING**

- A9.04 (1) Funds will be provided by the College for professional development activities consistent with the College's goals and objectives.
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's ~~full-time~~ indeterminate, and term College Educator/Instructor salaries. The College will annually replenish the fund by an amount equal to 3% of ~~full-time~~ indeterminate and term College Educator/Instructor salaries at April 1<sup>st</sup>. This fund is established for long-term training.
- (b) Any Professional Development Education and Training Funds from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.04(2)(a).

- (c) In addition to the above, a short term training fund shall be set up equivalent to ~~seven hundred and fifty dollars (\$750)~~ **one thousand five hundred (\$1,500)** dollars per year per full-time indeterminate and term College Educator/Instructor to be administered by the ~~school chair or program head as designated by the~~ Vice President or Director of each division.
- (d) On March 31<sup>st</sup> of each year, if monies in the long term training fund described in A9.04 (2) (a) exceed more than twice the contribution amount from April 1<sup>st</sup> of the previous calendar year then an amount equivalent to **one thousand five hundred (\$1,500) dollars** ~~two thousand (\$2,000) seven hundred fifty dollars (\$750)~~ per full-time indeterminate and term College Educator/Instructor on strength as of March 31<sup>st</sup> shall be transferred from the long term training fund to the short term training fund.
- ~~(e) The funding provided by the College shall represent an amount equal to 0.5% of the College's full-time indeterminate and term College Educator/Instructor salaries. The College will annually replenish the fund by an amount equal to 0.5% of full-time indeterminate and term College Educator/Instructor salaries April 1<sup>st</sup>. This fund is established for the Certificate in Adult Education Diploma program.~~
- (3) Professional development training funds shall be used for educational purposes only except as provided in A9.04 (4).
- (4) The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.04 (2) (a) to cover travel, meal and accommodation costs for one or two face to face meetings per year for the Committee members, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College Educators/Instructors. Expenditures under this paragraph must be formally approved by the Committee.
- (5) Professional development training funds shall be used for individual purposes and not be used for group training. In cases where several College Educator/Instructors want to attend the same event, the College Educator/Instructors, or the Employer, may request that short-term training funds be used to have the event delivered locally.

**TYPES OF PROFESSIONAL DEVELOPMENT**

**OPPORTUNITIES, WHICH SHALL BE AVAILABLE**

- A9.05 (1) Long-term education and training:
- (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;
  - (d) Audit of apprenticeship courses for upgrading for technical skills not less than 3 weeks duration;
  - (e) Staff exchange - national or international.
  - (f) Distance Education (programs offered by a recognized and accredited university or college):
    - i. With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;
    - ii. With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.
  - ~~(g) Research activities and research release time~~
- (2) Short-term education and training:
- (a) Distance Education (programs offered by a recognized and accredited university or college) or short course attendance;
  - (b) Conferences, seminars and workshops.
  - (c) Audit of apprenticeship courses for upgrading of technical skills of less than 3 weeks duration.

**LONG-TERM EDUCATION AND TRAINING REGULATIONS**

A9.06 Educational Leave and Distance Education



- (1) Educational Leave shall be defined as leave for academic education and training (including trade school training) and unpaid industrial experience.
- (2) Any full-time indeterminate or term College Educator/ Instructor shall be eligible for:
  - (a) Education Leave after three (3) years of employment -with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.
  - (b) For Distance Education Program funding immediately after hire.
- (3) The Professional Development Committee shall review all applications for Educational Leave including Distance Education Programs. The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the program manager and the Vice President or Director of the employee's division.
- (4) Applications for Long-term Education and Training as defined in A9.05 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31<sup>st</sup> for applications submitted by September 30<sup>th</sup> and no later than April 30<sup>th</sup> for applications submitted by March 31<sup>st</sup>. Applications for Summer educational leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. No applications will be reviewed during the months of July or August.
- (5) Applications to the Committee must be in writing and completed in accordance with the guidelines set out by the Committee.
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. All notifications to applicants shall be done in writing by the Chair of the Committee.
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.06:

- (i) An allowance based on the number of completed years of service of a College Educator/Instructor as follows:
  - (a) An allowance of (50%) fifty percent of salary for College Educators/Instructors with (3) three completed years of service.
  - (b) An allowance of (55%) fifty-five percent of salary for College Educators/Instructors with (4) four completed years of service.
  - (c) An allowance of (60%) sixty percent of salary for College Educators/Instructors with (5) five completed years of service.
  - (d) An allowance of (65%) sixty-five percent of salary for College Educators/Instructors with (6) six completed years of service.
  - (e) An allowance of (70%) seventy percent of salary for College Educators/Instructors with (7) seven completed years of service.
  - (f) An allowance of (75%) seventy-five percent of salary for College Educators/Instructors with (8) eight completed years of service.
  - (g) An allowance of (80%) eighty percent of salary for College Educators/Instructors with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the College Educator/Instructor shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment. Removal expenses shall be the same as those identified in Article 43.04.
- (iii) Where leave is granted for other than a full academic year but not less than six weeks, the College Educator/Instructor shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of \$500 per week.

- (iv) An allowance from the Fund equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
  - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
  - (b) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
- (v) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (9) College Educators/Instructors granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
- (10) College Educators/Instructors granted Educational Leave shall serve the College for a period equal to two (2) times the length of Educational Leave immediately following Educational Leave.
- (11) College Educators/Instructors not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. College Educators/Instructors returning to service at the College, but not fulfilling their commitments shall repay a proportionate amount plus accumulated interest (prime plus 2%), within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the College Educators/Instructors from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor.
- (14) College Educators/Instructors who fail to complete their course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.

- (15) Term College Educators/Instructors who have been with the College for three (3) or more years may be eligible to apply for Education Leave if the following conditions are met:
- (i) for the Committee to consider a term College Educator's/Instructor's Education Leave application, the College Educator's/Instructor's term must not end sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave; and
  - (ii) if the College Educator's/Instructor's term is shorter than the period required in (i) above, then the Committee, in order to consider the application, would have to receive a letter from the College President guaranteeing that, should the application be approved, the College Educator's/Instructor's term would be extended to end no sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave.
- (16) "Summer Sessions" refers to the period in which a College Educator/Instructor uses his/her vacation leave to take credit courses toward a program of study at an accredited educational institution for a period of study greater than two (2) and less than thirteen (13) weeks.
- (17) Full-time Indeterminate College Educators/Instructors may be eligible for Summer Session assistance immediately after being hired.
- (18) Full-time-Term College Educators/Instructors whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired. A term College Educator/Instructor who was initially hired for a one year term and whose term is extended for another year (or longer) will become eligible for Summer Session assistance immediately after being extended. For a term College Educator/Instructor whose term of employment has not been extended, the term must not end sooner than the end of the Summer Session plus a period of service to the College of not less than four months.
- (19) College Educators/Instructors using their vacation leave for professional development activities as defined under Summer Session, may be eligible for assistance as follows:
- (a) For a period of study greater than two (2) weeks and less than six (6) weeks, the Committee may pay tuition and an

accommodation allowance of \$500 per week for the duration of the study period.

- (b) For a period of study equal to or greater than (6) weeks and less than thirteen (13) weeks, the Committee may pay tuition, and accommodation allowance of \$500 per week for the duration of the study period, and travel expenses equal to the cheapest air fare or **kilometrage**, whichever is lowest, to and from the educational institution.

#### **PROFESSIONAL EXPERIENCE LEAVE**

- A9.07 (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
- (2) Any indeterminate, seasonal, or full-time term College Educator/Instructor shall be eligible for Professional Experience Leave.

**Renew the remainder of the Appendix.**

#### **APPENDIX A10 -- HEALTH CARE PRACTITIONERS**

**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**

**Commented [AMT19]:** The Employer currently provides this. We are asking for it to be in the C.A. so it cannot be reduced.

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**  
**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**AND**  
**THE UNION OF NORTHERN WORKERS**

Employees shall not be required to use the e-performance system until such time that they have received the required competency-based training and have been provided with adequate resources such as a GNWT computer, an email address, and an internet connection at work.

All time spent in such training shall be considered time worked.

If using a computer is not part of an employee's core job description, such employee may request that a union representative assist him or her in entering data on the e-performance system, or shall be entitled to continue using the paper-based performance system.

**Commented [AMT20]:** This is to ensure that members are trained to use the new e-performance program, are provided with time and equipment to do so.

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

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**Mental Health in the Workplace**

This Memorandum of Understanding is to give effect to the understanding reached between the Employer and the Union regarding issues of mental health in the workplace.

**The Government of the Northwest Territories and the Union of Northern Workers recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The Union and the GNWT have a common interest in promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and co-operation.**

A task force, comprised of ~~the a~~ **joint** GNWT/Union Occupational Health and Safety Advisory Committee acting as a Technical Committee, and a Steering Committee, **consisting of senior leadership of both parties**, is established with a long-term focus **on** and commitment **to improving psychological health in the workplace.** ~~from senior leadership of the parties.~~ It will focus on ~~continuous improvement and the~~ successful implementation of measures to improve mental health in the workplace **and ensure that psychological health and safety forms part of the organizational decision-making process in the workplace.**

Accordingly, the parties agree to establish a Steering Committee within ~~ninety (90)~~ **thirty (30)** days of the ratification of this Collective Agreement. The Steering Committee is to establish the terms of reference for the Technical Committee with respect to mental health in the workplace within thirty (30) days of such meeting. These dates may be extended by mutual agreement of the Steering Committee members. The terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will provide a preliminary report of recommendations to the Steering Committee within four months of receiving its terms of reference from the Steering Committee. The Steering Committee members may, by mutual agreement, extend this period.

**Commented [AMT21]:** The bargaining team stands by our position that an MOU on this subject should follow the national standards on psychological wellbeing in the workplace. These standards were developed in 2012 (7 years ago) by a non-partisan group whose focus was well being of workers. (Insert website). Mental Health affects everyone.



The responsibilities of the Technical Committee shall include, but may not be limited to:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- 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;
- **Considering the unique challenges that impact mental health in the Northwest Territories, including a vast geographic area, small remote communities, diverse cultures, and the impact of the Residential School experience on survivors, their families and communities;**
- Reviewing practices from other jurisdictions and employers that might be instructive for the GNWT;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the GNWT, recognizing that not all workplaces are the same
- Ensuring the participation of Health and Safety committees and representatives, including the communication of, and training on, the goals of the National Standard;
- Outlining any possible challenges and barriers that may impact the successful implementation of a psychological health and safety management system; and
- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the GNWT. Once identified, ongoing evaluation of actions to ensure those gaps are addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The Steering Committees will be comprised of an equal number of Employer and Union representatives. The Steering Committee is responsible for determining the number and the identity of their respective Technical Committee representatives.

**NEW ARTICLE**  
**DOMESTIC VIOLENCE LEAVE**

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**Commented [AMT22]:** Legislation is currently being looked at with a possibility of being changed to include language that allows for leave for domestic violence. It is uncertain whether it will be paid or unpaid and the amount of time.

The Union wants to ensure that there is a separate leave bank established for domestic violence.

The Employer proposed adding language to address domestic violence. However, their proposal was to allow you to draw on your current special leave bank. Employees already have access to this under article 19.02(2)(b)(i)

**XX:01** The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

**XX:02** In addition to the provisions in Article 19.02(2)(b)(i), employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

**XX:03** The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

**XX:04** The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- Changes to their working hours or shift patterns;
- Job redesign, changes to duties or reduced workload;
- Job transfer to another location or department or business line;
- A change to their telephone number, email address, or call screening to avoid harassing contact; and
- Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

**XX:05** All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

**Workplace Policy**

**Commented [AMT23]:** This does not restrict the union's ability to grieve

**XX.06** The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for

reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

**Workplace supports and training**

**XX.07** The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

**XX.08** The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

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## **Relief / Term / Casual – Union Preamble**

The UNW will never agree to the widespread use of relief workers across the entire government workforce. This would allow for a wholesale erosion of full time indeterminate jobs. A strong, stable economy for the North depends on strong, stable jobs for its citizens.

The Employer suggested in the last mediation session in October to instead bring in a new classification of workers called "term relief". Rather than a compromise, this proposal is even worse for workers and economy.

At least relief workers now are indeterminate even if they have no guaranteed hours of work. "Term reliefs" would have no guaranteed hours of work and would only be hired on a short term basis as a backup for the backup.

The bargaining team recognizes the challenges that the Employer believes they have. We are offering a solution that is a compromise for both parties, addresses the issues that the employer has presented to us, and provides much needed protections and parameters for union members/workers. Our proposals also incorporate parts of the Relief Q&A document that the Employer developed over 10 years ago, which the Employees, Employer, and the Union have relied upon for guidance.

The language we are proposing captures what the Union believes outlines the intent, purpose and utilization of relief workers that was negotiated at the time of the creation of relief.

See the notes to the right in the contract language.

APPENDIX A1  
RELIEF EMPLOYEES

A1.01 The Employer shall hire relief employees into positions for which there are no established hours on a daily, weekly or monthly basis and 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.

**(Note need to add the exceptions we identify; i.e. as custodians in schools, LPN in clinic...)**

**Relief Worker positions will be used to provide coverage in two types of situations:**

- 1. To provide last minute shift coverage, a single shift at a time. For example, when the regularly scheduled employee calls in sick.**
- 2. To provide shift coverage for up to twenty-one (21) calendar days. For example, when a regular employee takes five (5) days off to get married or ten (10) days off for a holiday, a Relief Worker can be scheduled in to cover this time.**

**The Employer shall not schedule Relief Workers for longer than twenty-one (21) calendar days.**

**For periods of more than twenty-one (21) calendar days, such as holidays, extended sick leave, maternity leave, a relief employee may be offered a term position for a defined period of time. For example, an indeterminate employee on six (6) months of parental leave, a Relief Worker may be offered a six (6) month term appointment while maintaining his/her relief position.**

A1.02 (a) An employee may not be appointed as a relief employee to perform a job in the same facility (which includes a hospital, health centre, correctional facility, young offenders facility, or college residence) as the employee performs in the employee's other position.

(b) An employee in a nursing position may be appointed as a relief employee in the same facility providing that the position is more than 2 pay ranges apart from the employee's other position.

A1.03 The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

**Commented [AMT1]:** This exhaustive list needs to be created, agreed to and placed in the C.A. This addition will abolish the need and existence of Casuals scheduled on an as and when basis.

The only Casual use that will remain is a true casual with defined full or part time scheduled hours. This is meant to capture where there would be a true need.

This is also in an attempt to cease the Employer's continued "misuse" of casuals who, because of the way they are utilized are often held out of benefits of the C.A. including but not limited to health benefits and pension.

**Commented [AMT2]:** This is the intent agreed to by the parties upon the creation of Relief employees. This language is from the Employer's FAQ sheet that the Union agreed with and relies upon for arbitration.

A1.04 A relief employee shall be entitled to all the provisions of this Collective Agreement with the following modifications:

2.01 (y) "Probation" for relief employees means a period of paid employment of one year from the day upon which an employee is first appointed to or promoted within the Public Service. An employee who is appointed to a position which has the same duties, as his/her previous position shall not serve an additional probationary period. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.

24.09 (1) A relief employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum of the pay range for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee for a period of paid time equivalent to the standard yearly hours of work for their position, or two (2) years whichever is less and shall not be granted to the employee until his/her Deputy Head certifies to the Employer that the employee is so performing the duties of his/her position.

42.02 (a) (i) Length of Service

A relief employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories. A relief employee's year of service is equivalent to the completion of the standard yearly hours of work for the position.

A1.05 The following Articles and Clauses contained in this Collective Agreement do not apply to relief employees:

- Article 16 - Entire Article except Clauses 16.05(a) and 16.08
- Article 17- Entire Article
- Article 18 - Entire Article
- Article 19 - Entire Article
- Article 20 - Entire Article except Clauses 20.09 and 20.10
- Article 22.02 (a), (d), (e), and (f)

- A1.06 Relief employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range in Appendix B.
- A1.07 The Employer shall make every reasonable effort to allocate relief work on an equitable basis among readily available qualified relief employees.
- A1.08 (a) Relief employees whose work is scheduled by the Employer as provided for in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the standard or regular hours of work for full-time employees in similar positions, either on a daily or weekly basis.
- (b) i. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the regularly scheduled hours of work as set out on the shift schedule for full time employees in similar positions on a daily basis.
- ii. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of 150 or 160 hours over a 28 day period depending on their position.
- A1.09 Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for relief employees on a daily, weekly and annual basis is based on the standard work week of similar fulltime positions.
- A1.10 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.
- A1.11 (a) Where the Employer has made attempts to offer hours of work and the relief employee has not accepted any of those hours of work for a period greater than three (3) consecutive years, his/her employment shall be deemed to be terminated.
- A1.12 The maximum percentage of Relief positions that can exist at any point is ten per cent (10%) of the equivalent indeterminate full time positions within the same facility, sharing the same classification and similar job description.**

**Commented [AMT3]:** This does not include approved leaves of absence with or without pay such as sick leave, etc

**Commented [AMT4]:** This "cap" is to ensure that relief are not utilized in place of filling vacant or creating new positions. This is also to ensure that the use of relief is managed appropriately. The union has numerous grievances filed related to the misuse of relief. There are instances where individuals have retired, etc and the position has not been posted and is instead filled with Terms (TAs) for Relief employees, for example.



For example:

- (1) If there are one hundred (100) indeterminate full-time corrections officers positions, the maximum number of Relief positions that can exist is ten (10) positions
- (2) If there are 10 RNs in obstetrics, the maximum number of Relief positions that can exist is one (1) position

A1.13 The Employer shall maintain a list of qualified Relief Workers who have expressed an interest in obtaining indeterminate full-time employment identifying length of service.

A1.14 Relief employees who apply on equivalent indeterminate full-time positions who have a minimum of two (2) years continuous service shall be offered any vacant positions by seniority prior to any Employer staffing process. Where two (2) or more employees have expressed an interest, the successful candidate shall be the employee with the greater length of service with the Government of Northwest Territories.

A1.15 Casual employees may not be hired to perform the same duties as a Relief position in the same facility except in the following two (2) circumstances;

- (1) To participate in the Corrections Northern Recruitment Training Program
- (2) To staff a position through the Employer staffing process that could not be filled by the provided in Article A1.14.

A1.16 Relief employees must reside in the Northwest Territories.

#### APPENDIX A4 -- TERM EMPLOYEES

##### Term Employees

A4.01 Amend to read:

The Employer shall hire term employees for a **fixed** periods in excess of **four (4)** months but not to exceed **twenty-four (24) ~~forty-eight~~ eight** months of continuous employment in any particular department, board or agency. Notwithstanding Article 2.01(e), continuous employment for the purposes of this Article shall include any periods of

**Commented [AMT5]:** This is to ensure that individuals working as relief for the Employer and who wish to have full time indeterminate work have the first opportunity for any full time indeterminate positions that become available as opposed to being posted and being awarded to someone not employed with the GNWT.

**Commented [AMT6]:** These individuals will be identified through the list in A1.13. The seniority mirrors the language in the granting of vacation leave.

**Commented [AMT7]:** With the ability to use relief being amended, the need for Casuals scheduled on an as and when basis is abolished. These are two situations where the use of a casual and relief could be in the same facility.

**Commented [AMT8]:** Terms will not exceed 24 months. We wanted to capture any period of employment where an employee would have been performing the same duties whether called the same title or not.

employment as an intern **performing the same duties** under the Graduate Internship Program. ~~or any successor program.~~

Term employees shall only be hired;

- (a) As leave replacements;
- (b) In relation to programs of a fixed duration

A4.02 Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms Employees of six (6) months or less are not eligible to contribute to the Public Service Pension Plan (Superannuation), the Public Service Health Care Plan, or to disability insurance.

A4.03 Delete/Add

~~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. The Employer shall ensure that a series of term appointments will not be used to avoid establishing a full-time position or filling a vacant position.~~

A 4.04 Delete last sentence

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.~~

**Commented [AMT9]:** With the term being of a finite nature there will be no more extensions and thus no need for this language. The added sentence is mirroring current language for relief and casual. It is meant to ensure that there is no succession of terms hired in place of creating or filling a position.

A4.05 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.

**Commented [AMT10]:** No more extensions for Term employees, they will have a finite duration.

A4.06 Add as new article following A4.05:

**After twenty-four (24)** of continuous employment in any particular department, board or agency, the employment status of the Term Employee shall be converted to indeterminate status, effective the first day of the **twenty-fifth (25<sup>th</sup>)** month of continuous employment.

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A4.07 Breaks of service of thirty (30) days or less between periods of employment shall not constitute a break in employment for the purposes of this article **for all positions with the exception of School Year Employees and positions covered under Appendix A9 for whom normally scheduled breaks in the school year would not constitute a break in service.**

**A4.08 Term employment shall include any period of casual employment in a position performing the same duties within a thirty (30) day period.**

**A4.09 Term employment shall include any period of employment as an intern performing the same duties.**

**A4.10 Upon termination of a Term, an employee returns to their substantive position.**

**Commented [AMT11]:** The first sentence mirrors current language for casual employees. The union has noticed that, for example, School Year Employees (SYE) and employees at Aurora College have been hired as "casuals" instead of terms for periods of 10 months. Thus they are being denied benefits and rights of the CA including health benefits and pension. The intent with this language is to "close any loophole".

**Commented [AMT12]:** This is meant to capture situations where an employee is hired into a position where they had previously been doing the same duties as an intern

**Commented [AMT13]:** This is to capture what is/should be the practice. Under article 4.03, employees can hold more than 1 position. We have had employees who were required to resign a FT indeterminate position when accepting a Term (LPN Norman Wells)

#### APPENDIX A5 CASUAL EMPLOYEES

A5.01 The Employer shall hire casual employees for a period not to exceed four (4) months of continuous employment in any particular department, board or agency. **Casuals may be hired for a minimum of five (5) days. The Employer shall not hire a Casual with a period of employment of more than four (4) months. Casual employees shall have scheduled hours.**

**Casuals shall not be utilized where services are provided on a daily basis except as stated in Article A1.15**

~~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 his/her employment.~~

**Commented [AMT14]:** With the introduction of these amended proposals for relief and casuals, one of the main purposes is to stop the systematic release and rehire of employees in such a way as to deny benefits of the CA including pension and health benefits. Whether by the employee or employer's choice because. With undefined hours the employer has found a "loophole" with respect to pension as, anyone employed in the public service must contribute to pension as per article 39 however, with undefined hours or, contracts under 6 months they are excluded by the pension rules.

The Employer will rehire a casual into the "same role" after a "break in service" so that the employee cannot contribute to pension. Or will hire as a Casual scheduled on an as and when basis with almost full time hours, but because they are not scheduled hours are held out of pension.

A5.02 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.

An employee will not be hired as a casual employee to perform the same job as the employee performs in the employee's position. Any hours in excess of or outside of the employee's regularly scheduled hours of work in the same job shall be paid as overtime.

An employee who is on leave for greater than 14 calendar days may accept casual employment within the same Authority provided the employee is not performing the tasks within the same facility as their substantive position.

**Commented [AMT15]:** This is to ensure that Casuals scheduled on an as and when basis are abolished with the amended relief language introduced for A1. It is also to ensure that following 4 months as a casual, any time an employee is requested to continue performing the duties, they are a Term. It is also meant to ensure that if the Employer hires an employee to perform duties/into a position greater than 4 months, it is a Term.

~~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.~~

**Commented [AMT16]:** With the amended relief language in A1 along with the changes in A5.01, this language is no longer relevant.

A5.03 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 Employer which has not been broken by more than thirty (30) working days. Provided always that there will be no systematic release and rehire of casuals 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 18.05  
Article 20 - Sick Leave Clauses 20.09 and 20.10.
- (ii) Article 21 - Other Types of Leave - Clause 21.04 and 21.05
- (iii) Article 33 - Lay-off
- (iv) Article 39 - Superannuation.
- (v) Article 35 - Employee Performance Review and Employee Files
- (vi) Article 43 – Relocation Expenses on Initial Appointment and Subsequent Moves As An Employee
- (vii) Article 48 - Entire Article.

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

- (i) Article 16 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

A5.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day

notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

A5.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range at a minimum of the Casual Step set out in Appendix B.

A5.06 A casual employee hired from outside the community in which he/she will be working will be eligible for the following relocation expenses in and out of the community:

- a) Airfare for the employee, by the most economical and direct means;
- b) Duty travel per diem rates as per 45.05(a);
- c) One day's pay each way
- d) Excess baggage (not including pets or food stuffs) to a maximum of four (4) pieces not more than 25 kg each, for the employee

A casual employee hired from outside the community in which he/she will be working will be eligible for lodging up to 10 days in the community of work.

A5.07 Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for casual employees on a daily and weekly basis is based on the standard work week of similar fulltime positions.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE UNION OF NORTHERN WORKERS AND**  
**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**CASUAL EMPLOYEES**

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

The Employer shall provide the Union with monthly reports in a form mutually agreed to indicating the use of of casual employees.

**Commented [AMT17]:** This is to ensure accurate reporting of casual use

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE UNION OF NORTHERN WORKERS AND**  
**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**TERM EMPLOYEES**

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

The Employer shall provide the Union with monthly reports in a form mutually agreed to indicating the use of term employees.

**Commented [AMT18]:** This is to ensure accurate use of Terms

LETTER OF UNDERSTANDING  
BETWEEN  
THE UNION OF NORTHERN WORKERS AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
RELIEF EMPLOYEES

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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 **in a form mutually agreed to** indicating the use of relief employees.

**In the report provided to the Union as per Article 13.06 the Employer shall break down the particulars identifying each employee by employment category as follows;**

**Indeterminate Full and Part Time  
Indeterminate Relief  
Casual  
Term**

**Commented [AMT19]:** This is to enable accurate reporting of the membership and use of employee categories.



### **Job Security – Union Preamble**

The GNWT has cut hundreds of positions in the last three years. Although the government says many workers were placed in other jobs, this still means that the remaining workers have now taken on even more work. In addition, positions were left unfilled so that when the job cuts came, it appeared that less people were losing jobs. Less jobs also mean less government employment available for citizens of the NWT.

The bargaining team recognizes that sometimes job reductions may be legitimately necessary. We are proposing a solution that will allow the union to assist the employer in following its own policies and at the same time protect our members.

ARTICLE 33 – LAYOFF

NEW

- 33.01** When the Employer is contemplating a reduction in the workforce, it shall inform the Union at least six (6) months before any layoff notices are issued.
- 33.02** Within thirty (30) days of such notice, the Employer and the Union shall meet to consult meaningfully on alternatives to workforce reduction in order to preserve public services and minimize adverse effects on employees.
- 33.03** The Employer will abide by and demonstrate to the Union that the process outlined below has been followed;

Deputy Heads

- (i) When it is determined that positions will be eliminated or relocated, as soon as possible, meet with the employees who will be affected. If any employees belong to the Union of Northern Workers, a representative from the Union of Northern Workers is invited to participate. The employee(s) are advised of the time frame in which the positions will be eliminated or relocated to another community.
- (ii) Deputy heads are responsible for identifying opportunities for affected employees within their departments, boards or agencies.
- (iii) The deputy head, in conjunction with the Department of Finance, shall develop a strategy aimed at retention of employees subject to lay-off and designed to mitigate the impact of elimination of positions. The strategy shall:
  - a. set out a plan to minimize as much as possible the need for lay-off;
  - b. identify vacant positions and retraining opportunities within the department, board or agency and elsewhere in the territorial public service;

**Commented [AMT20]:** This is straight from the ER staff retention policy dated April 1, 2017

- c. **identify employees who are prepared to participate in retraining programs;**
- d. **identify employees who are eligible to retire with an unreduced pension as a result of a pending lay-off;**
- e. **identify transfer assignment or secondment opportunities that may be available to employees subject to lay-off; and**
- f. **include a plan to provide assistance to affected employees in identifying alternative employment and retraining needs and opportunities.**

**Department of Finance**

- (i) **Provide assistance and advice to departments, boards and agencies on the application of this policy.**
- (ii) **Provide departments, boards and agencies with reports of vacant positions to facilitate the retention of employees subject to lay-off and the use of retraining where necessary to effect retention.**
- (iv) **Although deputy heads retain primary responsibility for identifying retraining or redeployment opportunities for affected employees subject to lay-off, the Department of Finance shall provide support to employees and departments, boards and agencies to minimize as much as possible the need for lay-off. This includes:**
  - a. **identifying alternative employment in the territorial public service for which an affected employee may be qualified;**
  - b. **with the assistance of department, board or agency management, identifying affected employees who may become qualified for vacant positions through retraining;**

- c. **with the assistance of department, board or agency management, identifying suitable retraining programs to provide employees with skills required for redeployment;**
  - d. **identifying affected employees who are or may become qualified for an unreduced pension;**
  - e. **providing assistance to departments, boards or agencies in designing “on-the-job” training programs;**
  - f. **providing assistance to employees in identifying their own skills; and**
  - g. **providing assistance to employees in resume writing and preparation for interviews.**
- (v) **Advise employees subject to lay-off or voluntary separation of vacancies in their own department, board or agency and elsewhere in the territorial public service.**
- (vi) **Administer the Staff Development and Retraining Fund. Some retraining costs associated with redeploying staff outside the department, board or agency initiating the lay-off(s) may be paid from this Fund.**

#### **Attrition**

- 33.04** If a reduction in the workforce cannot be avoided, the Employer agrees to first make every reasonable effort to reduce the workforce through attrition.

#### **Early Retirement Opportunities**

- 33.05** If after such attrition there is still a need to reduce the workforce, the Employer shall offer early retirement opportunities to employees within a classification:

- (a) First within the employee’s department, then

(b) Within the employee's headquarters area (community).

- 33.06 If superannuation penalties are assessed in the case of early retirement, the Employer shall be responsible for any such penalties on behalf of employees.

#### Voluntary Separation Opportunities

- 33.07 If after such early retirement opportunities there is still a need to reduce the workforce, the Employer shall offer voluntary separation opportunities to employees within the classification:

(a) First within the employee's department, then

(b) Within the employee's headquarters area (community).

#### Seniority

- 33.08 If under Article 33.04 or Article 33.06 there are more volunteers in a classification than are required, volunteers shall be selected in order of seniority.

#### Layoffs

- 33.09 If after offering voluntary severance opportunities it is still necessary to reduce the workforce, layoffs shall be in reverse order of seniority within an employee's classification, first within an employee's department and then within the employee's headquarters area, in the following order:

- (a) Students
- (b) Casual employees
- (c) Term employees (including interns)
- (d) Relief employees
- (e) Part-time indeterminate employees
- (f) Full-time indeterminate employees

#### Recall

- 33.10 Notwithstanding Article 32.02 (b) (ii), employees who are laid off shall be placed on a recall list for a period of two (2) years.
- 33.11 Employees shall be recalled in order of seniority by registered letter to the last known address of the employee. An employee receiving such

recall notice shall advise the Employer within fourteen (14) calendar days of receipt of such notice that he or she accepts the recall and will recommence employment on the date and at the place specified in the recall. An employee who does not accept the recall within fourteen (14) calendar days of receiving the recall notice shall forfeit all further rights to recall.

**33.12** No new employees shall be hired while any employees are on a recall list.

~~33.01 (a) (i) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay off the employee. The Employer and the Union recognize the necessity and the justice of the application of the merit principle, which means qualifications and competence, in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.~~

~~(ii) In order to minimize the adverse effects of layoff, the Employer will provide retraining where practical.~~

**33.12** In order to minimize the adverse effects of lay off, the Employer will provide retraining.

#### Dispute Resolution Process

**33.13** Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by appeal to the Lay-off Dispute Officer.

**33.14** The following timelines will apply to this appeal process:

- (a) An appeal must be received by the Deputy Minister of Human Resources within four days after the Employee receives notice of a reasonable job offer or notice of lay-off in the manner set out in Section 3 of the Staffing Appeals Regulations.
- (b) The Deputy Minister of Human Resources will provide the Union with a copy of the appeal upon receipt.
- (c) The Lay-off Dispute Officer will conduct an appeal hearing within four days or within such further time as he or she may determine.
- (d) Parties to the appeal include:

- i) The Union
- ii) The GNWT
- iii) The Employee

- (e) Within three days after concluding an appeal hearing the Lay-off Dispute Officer shall prepare a report of his or her findings, the decision reached and the reasons for the decision.
- (f) The Lay-off Dispute Officer shall provide all parties with a copy of the report without delay.

**33.15** The Lay-off Dispute Officer shall:

- (g) Where he/she finds that the job offer was reasonable, dismiss the appeal; or
- (h) Where he/she finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period; or
- (i) Where he/she finds the lay-off was given priority status, dismiss the appeal; or
- (j) Where he/she finds the lay-off was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the lay-off's priority status.

**33.16** Findings of the Lay-off Dispute Officer shall be final and binding to all parties.

**33.17** Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

#### **Lay-off Process**

**33.18** Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:

- (a) each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;

- (b) every employee shall be entitled to options in accordance with the provisions in Article 32;
- (c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required;
- (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
- (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(s) ~~(t)~~ and will receive severance in accordance to either Article 32.05 or 32.06;
- (f) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

**33.19** An employee who is to receive a lay-off notice shall be given 24 hours advance notice of the meeting at which lay-off notice is to be given. The employee will be advised that he/she is entitled to have union representation at the meeting.