

Government of the Northwest Territories

Response to the UNW

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

January 21, 2009

Background

On January 20th, 2009 the UNW provided a verbal response to the GNWT.

Where proposals have been agreed to we are providing draft language to the UNW separately. Agreed to issues do not appear to in this document.

This package focuses on our response to the feedback received from the UNW on our non-monetary proposals.

We and the UNW have proposals on various clauses in Article 24. We now have the arbitrator's decision on article 24.01 (2). All of these proposals are monetary and we suggest we deal with them as part of the monetary package.

When we were initially discussing our proposals in December, 2008 the UNW gave a description of the differences between Standby Pay, Reporting Pay and Call-back Pay.

We believe that there is some confusion around these types of pay, for example between Call-back Pay and Standby Pay and between Call-back Pay and Reporting Pay.

We suggest that as part of our discussion about the proposals both we and the UNW have on Articles 25 – Reporting Pay, Article 26 – Call-back Pay and Article 29 – Standby Pay, which we consider monetary, that we review all three articles and attempt to clarify the application of each.

We agree with the UNW that both parties' proposals in Article 27 – Shift Premium, are monetary.

We believe Article 33 needs to be discussed in its entirety. Some of the UNW proposals in Article 33 are monetary. As a result we suggest that this Article in its entirety be discussed under monetary issues.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

RENUMBER AND ALPHABETISE WHERE APPLICABLE

2.01 (m)(v) AMEND:

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

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

This proposal will allow the use of relief workers in all operations, rather than just those that operate continuously throughout the year. The concept of relief employees was introduced in the last round of collective bargaining. We believe overall that implementation was successful. As a result, as discussed in the last round of negotiations, we want to expand the use of relief workers to allow them to be hired in non-continuous operations.

Currently we have casuals hired on an "as and when" required basis in many areas. With this change, these casual employees may be hired on an indeterminate basis as relief workers.

The UNW told us on January 20th that they were fundamentally opposed to this change. We would like to hear more about why you are fundamentally opposed.

4.04 AMEND TO READ:

An employee appointed to a **full time or part time** position may also be employed as a casual **and/or relief employee**. An employee may occupy more than one casual assignment. **An employee may, subject to Appendix A1 occupy more than one relief position.**

We realize that in the recent arbitration award, the arbitrator ruled that the language does not allow employees to have multiple relief positions in the same facility, unless they are nurses with more than a 2 pay range difference.

This is not consistent with our original intent when we negotiated this provision.

This proposed language reflects our continuing intentions with respect to relief employees.

ARTICLE 17 LEAVE - GENERAL

One of the areas of greatest challenge for both employees and us is the administration of leave. The existing collective agreement contains complex rules around earning and entitlements to various forms of leave. As we review our administrative processes in an effort to improve service to employees, we find the greatest bottlenecks are in relation to leave. This in turn results in delays for employees in the areas of greater concern to them, pay and benefits. We also want to ensure the collective agreement provisions are not only efficient, they are equitable.

We recognize that we recently agreed with the UNW to a change in vacation leave accrual. In implementing this agreement, we have come to realize that we have created an additional bottleneck.

Currently there are a number of provisions surrounding leave that flow from a time when we did not have systems with sufficient complexity to deal with leave the way we should earn it and do take it: in hours.

This proposal provides a more equitable method of earning leave. It also assists in resolving some of the bottlenecks and improves service to employees.

We propose that all of the outstanding issues in Articles 17, 18, 19 and 20 be considered together as monetary issues.

ARTICLE 21 OTHER TYPES OF LEAVE

21.04 AMEND TO READ

MATERNITY LEAVE WITHOUT PAY

The proposed changes to Maternity and Parental leave clarify and add consistency to the current language. These changes better distinguish that Maternity leave is without pay, but that the employee may be eligible for a maternity leave allowance. These changes also ensure that Maternity Leave provisions are also consistent with the structure under Parental leave.

The substantive change in this section is to better describe differences between returning full time vs. part time employees and adds a specific reference to relief employees.

On January 20th, 2009 the UNW indicated they were not in favour of these changes. We would like some explanation as to why you are not in favour.

21.04(b) **NEW, AMEND AND RENUMBER:**

(ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:

(a) that she will return to **full-time** work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work; **or**

(b) that she will return to work for regular hours equivalent to the sum of regular hours worked in the six months immediately preceding the commencement of the maternity leave, and

(c) 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.

21.04(c)(ii)(b) **AMEND TO READ**

for part-time **and relief** employees the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six month period of continuous service.

21.05 PARENTAL LEAVE WITHOUT PAY

21.05 **NEW, AMEND AND RENUMBER:**

(e) An applicant under Clause 21.05(d) shall sign an agreement with the Employer providing:

(i) that he/she will return to **fulltime** work and remain in the Employer's employ for a period of at least six (6) continuous months after his/her return to work; **or**

(ii) **that he/she will return to work for regular hours equivalent to the sum of regular hours worked in the six months immediately preceding the commencement of the parental leave, and**

(iii) 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.

21.05(j) **AMEND TO READ**

For part-time **and relief** employees 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 and averaged over the six month period of continuous service.

ARTICLE 28 COMMUTING ALLOWANCES

28.01 AMEND TO READ

An employee whose workplace is located outside of an **eight (8) kilometre (5-mile)** driving distance of a settlement centre, and no public transportation is available to his/her place of work, shall:

- (a) be provided with transportation to and from his/her workplace by the Employer; or
- (b) where he/she is required to use his/her personal motor vehicle, be paid the distance rate specified in Clause 45.11(a)(i) **for distances travelled exceeding eight (8) kilometres.**

This clause will not apply to employees who reside within eight (8) kilometres driving distance of their workplace.

We have amended our proposal to convert the 5 miles in the first clause to its equivalent 8 kilometres. We then use eight kilometres in the remainder of the Article.

APPENDIX A7 TRADES

On January 20th the UNW told us this proposal is problematic. We need additional details about the UNW's concerns.

DELETE: HOURS OF WORK

~~A7.03 Hours of work shall be scheduled so that trades employees listed in Clause A7.01 above:~~

- ~~(a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;~~
- ~~(b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the~~

~~variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and~~

~~(c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.~~

To allow for reasonable coverage of services greater flexibility is required in scheduling trades employees' hours of work, rather than the limiting Monday to Friday 0800 to 1700. For example the same level of scheduling flexibility for Firefighters and Airfield Maintenance Technicians (non-trades) is required for Airport Building Maintainers (trades) Apply 22.02 shift work in main body of agreement where required.

COMPENSATION FOR TOOLS AND EQUIPMENT

AMEND AND RENUMBER:

A7.07 (1) The Employer agrees to provide **Journeypersons** and Apprentices, **except casuals, who are on strength September 1st, and who are required to use their own tools to carry out the majority of their duties**, with a \$500 per year tool allowance to be included in the employee's first pay in September. **This allowance will not apply to Journeypersons and Apprentices who are not required to use their own tools to carry out the majority of their duties.**

(2) The Employer also agrees to replace worn out tools used and owned by **journeypersons** and apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a **journeyperson's** tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment at the Employer's cost price.

These changes clarify who is eligible for tool allowance. Tradespersons who are not required to use their own tools at work are not eligible for the tool allowance.

RENUMBER FORMER A7.10

(3) Where an employee suffers a loss of tools or equipment in excess of \$250.00 used by him/her to perform his/her duties through fire or theft while such tools are stored on the Employer's premises or loss of tools or equipment in transit during travel on behalf of the Employer where the employee satisfies the Employer that a loss occurred such tools or equipment will be replaced by the Employer with tools and equipment at equal or similar quality.

APPENDIX A10 HEALTH CARE PRACTITIONERS

All of the provisions of the Collective Agreement shall apply to the employees of Government hospitals and health care facilities except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.

The following Articles of the Agreement are modified:

ARTICLE 16

DESIGNATED PAID HOLIDAYS

We conducted a review of the use of Designated Paid Holiday (Stat) banks in the GNWT. During this review we discovered that the Healthcare Appendix does not allow for Stat banks. Most of the Healthcare facilities currently use Stat banks and want to continue do so.

This proposal requires the creation of stat banks for healthcare workers who work shifts. This is the same framework in place for Correctional Officers.

DELETE 16.03 (i) and (ii)

16.03 (i) ~~When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.~~

~~(ii) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.~~

We are replacing the provisions dealing with designated paid holidays with the creation of a bank of leave for these holidays, similar to that provided for other shift work employees. This change applies only to healthcare workers who work shifts.

- (e) (i) **On April 1 of each year a full-time employee scheduled to work outside the standard hours of work shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**

- (ii) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.**
- (iii) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (iv) **When one employee applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.**
- (f) **When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2X) the employee's straight time rate for all hours worked.**
- (g) **An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.**

A10.B MODIFIED WORK WEEK

The parties to this Collective Agreement, the Government of the Northwest Territories and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

A10.B6. DESIGNATED PAID HOLIDAYS

DELETE (1) ~~An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 16 and shall be paid for same at the employee's basic rate for 7.5 hours.~~

REPLACE WITH (1) **On April 1 of each year a full-time employee working an extended work day and compressed work week shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**

DELETE (2) ~~When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.~~

NEW:

- (2) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.**
- (3) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (4) **When one employee(s) applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.**

RENUMBER AND AMEND

- (5) **When an employee is required to work on a designated **paid** holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the **hours the employee has banked** had the employee not worked on the holiday **twice (2) the employee's straight time rate for all hours worked;****

DELETE (3)(a) (b) AND INCORPORATE INTO (5) ABOVE:

~~(a) twice (2) the employee's straight time rate for all hours worked;~~

DELETE ~~(b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.~~

- RENUMBER (6)** An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

The above changes allow the creation of Leave Banks for Health Workers who work shifts, similar to the banks currently provided to Correctional Officers.