

2.01 (y) AMEND:

"Probation" means a period of six (6) months from the day upon which an employee is first appointed to, **transferred** or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. 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.

18.02(1)(e)(iii) AMEND TO READ:

where the operational requirements of the service are such that an employee is not permitted to take his/her vacation leave during the specific period requested in one fiscal year, **the employee will be given priority over all employees including those with greater length of service in considering that employee's request for vacation during the specific period requested by the employee in the next fiscal year, and with priority over the application of (ii);**

20.03 AMEND TO READ

Unless otherwise informed by the Employer an employee must **make** a statement stating that because of his/her illness or injury, he/she was unable to perform his/her duties.

21.04 AMEND TO READ

MATERNITY LEAVE WITHOUT PAY

21.XX CASUAL LEAVE

Employees may be granted casual leave with pay to a maximum of two (2) hours, with no charge against special leave credits, for the following purposes:

(1) (a) Medical, Dental and Legal Appointments

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, lawyer, or appointments with school

authorities during working hours he/she may be granted casual leave for these purposes.

(b) Other Casual Leave

The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

ARTICLE 40 SAFETY AND HEALTH

40.07 (a) Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

(b) **If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.**

43.04 AMEND TO READ

DELETE:

~~(c) — where an employee's normal place of residence is a mobile home, owned by him, the Employer may authorize him/her to move the mobile home and reimburse him/her to the extent the Employer considers the expenses reasonable in the circumstances provided the employee does not otherwise claim expenses for shipment of effects. No expenses may be claimed for moving transportable or sectionalized homes or other types of quasi permanent accommodation. For purposes of this Clause "mobile home" is defined as a permanent residence, on its own wheeled under carriage, designed for highway travel, and includes equipment and furnishings installed by the manufacturer. Justifiable expenses that may be claimed include:~~

~~————— (i) — preparation of the installed equipment and furnishings of the home for the move and disconnection of domestic services;~~

~~————— (ii) — in transit insurance for the mobile home and contents up to a maximum coverage of \$30,000;~~

- ~~(iii) in-transit charges for ferry and bridge tolls, taxes, etc.;~~
- ~~(iv) preparation of the installed equipment and furnishings of the home for occupancy after the move and connection of domestic services to existing on-site terminals. In exceptional cases the Employer may allow the total expenses claimed to exceed the maximum expenses that would have been incurred had the removal been of usual effects.~~
- ~~(h) The Employer shall provide to new employees with their letter of offer a list of basic furnishings provided to employees in government housing.~~

APPENDIX A2
CORRECTIONS OFFICERS

A2.05 The Employer will permit mutual shift exchanges subject to the following requirements:

- (a) There shall be no financial penalty to the Employer; and
- (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change; and
- ~~(c) The shift exchange is fully completed within the same two (2) week pay period; and~~
- ~~(d) No employee is required to work in excess of eight (8) hours in any one day; and~~
- ~~(e) No employee shall work in excess of twelve (12) consecutive hours.~~

A5.03 (b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:

AMEND

- (ii) Article 21 - Other Types of Leave - Clause 21.04 and 21.05

NEW

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.

APPENDIX A8 APPRENTICES

A8.01 (1)(d) **Apprentice rates will be based on a percentage of step one of the appropriate pay rate as follows:**

Four Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%
Year 4	90%

Three Year Training Programs

Year 1	70%
Year 2	80%
Year 3	90%

Two Year Training Programs

Year 1	80%
Year 2	90%

One Year Training Programs

Year 1	90%
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APPENDIX A10 HEALTH CARE PRACTITIONERS

ARTICLE 22 SHIFT SCHEDULES

- 22.03(a)(ii) (a) **Except by mutual agreement, between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.**
- (b) **Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.**

AMEND: The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital, **or Health Care Facility** the employees affected and the local of the Union.

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

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

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

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

~~The parties agree that during the term of this Collective Agreement, a joint Union/Employer Committee shall be established to develop and reach agreement on policies and procedures with respect to the prevention of violence to employees, the management of violent situations and the provision of counselling and support to employees.~~

Sign Off Articles

[Signature]
The Employer

April 24/2009
Date

[Signature]
The Employer

[Signature]
The Union of Northern Workers

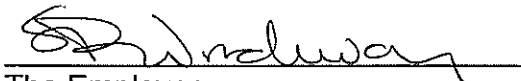
April 24, 2009
Date

[Signature]
The Union of Northern Workers


ARTICLE 40

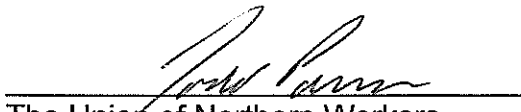
SAFETY AND HEALTH

- 40.02 (a) The Employer and the Union agree to establish **Joint Health and Safety Committees**. **There shall be a Union co-chair and an Employer co-chair**. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.
- (b) The following provisions will apply to the Health and Safety Committees:
- (ii) Records
A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request. **Such minutes shall be approved by the Co-Chairs.**


The Employer

Feb 27 109
Date


The Employer


The Union of Northern Workers

Feb 25, 2009
Date


The Union of Northern Workers

AMEND TO READ:

12.09 (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement **plus any additional amounts as advised by the Union**. Upon invoice by the G.N.W.T., the Union shall reimburse the Employer for the amounts so paid.

12.14 NEW

Where an Employee is on leave without pay under this Article, except for leave under 12.09:

(a) the Employer shall continue to pay for such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the GNWT, the Union shall reimburse the Employer for the amounts so paid; and

(b) the benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.

AMEND TO READ:

ARTICLE 52

RESIGNATION

52.01 An employee may, within **forty-eight (48)** hours of resigning, withdraw the resignation. The Employer will not process a resignation until the **forty-eight (48)** hours have elapsed.

NEW

MEMORANDUM OF UNDERSTANDING

BETWEEN

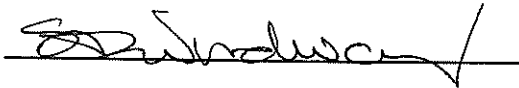
THE UNION OF NORTHERN WORKERS

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

The parties agree that within 120 days of the ratification of the this Collective Agreement, the following information will be available to individual employees through Employee Self Service:

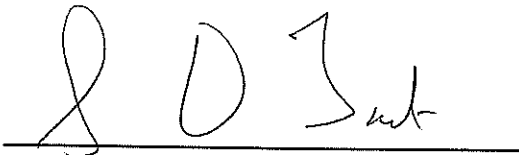
- Employee's date of hire with the Government of the Northwest Territories
- Employee's Government of the Northwest Territories continuous service date
- Details of the employee's leave including date leave was taken, type of leave taken



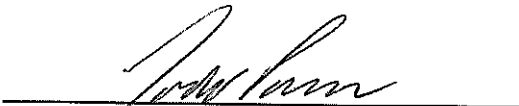
The Employer

FEB 27 109

Date



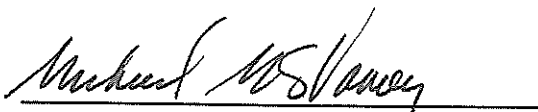
The Employer



The Union of Northern Workers

FEB 25, 2009

Date



The Union of Northern Workers

2.01 (j) **AMEND TO READ:**

"Deputy Head" means the Deputy Minister of a department, **Superintendent of a divisional education council**, the Chief Executive Officer or President of a board, **authority** or agency, or a person duly appointed as a Deputy Head.

DISCRIMINATION

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, **gender identity**, conviction for which a pardon has been granted, religious or political affiliation, or any other grounds proscribed by applicable legislation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

18.08 (a) An employee who has requested and is granted **vacation** ~~annual~~ leave between October 1 and March 31 of any year shall, in addition to his/her vacation leave entitlement receive one (1) day of extra leave when he/she liquidates five (5) consecutive days of **vacation** ~~annual~~ leave within the above days; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** ~~annual~~ leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** ~~annual~~ leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** ~~annual~~ leave. No employee may receive more than four (4) extra days in any one fiscal year. Extra ~~vacation~~ leave days must be taken at the same time as **vacation** ~~annual~~ leave. There will be no carry-over of these **extra leave** days.

- (b) Where an employee applies for leave during the period of October 1 and March 31; and
- (i) the leave application was received prior to December 15th; and
 - (ii) the leave was denied; and
 - (iii) the employee was prohibited from taking leave during the entire period from the date the leave form was submitted until March 31st

the employee shall be granted the equivalent number of extra days they would have received had the original leave application been approved in accordance with 18.08(a).

- (c) **Notwithstanding clause 16.06, in cases where a designated paid holiday falls within the period of vacation leave it shall be considered a day of liquidated vacation leave for determining the entitlement to the extra leave days under this clause.**

21.02 INJURY ON DUTY LEAVE

AMEND TO READ:

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' **Safety & Compensation Commission** that he/she is unable to perform his/her duties because of:

24.11(2)(c) **AMEND TO READ**

- (c) Where an employee who is subject to Clause **24.11(2)(b)** accepts a transfer or training that would put him/her in a position with a pay range closer to the pay range of the position before it was re-evaluated, he/she shall continue to be paid in the holding range.

24.12 **DELETE**

~~Employees who are assigned training responsibilities under the Employer's In-Service Training Program shall be paid a trainer's fee of \$700 per year per trainee.~~

Amend the following community names:

Ultimate Removal Assistance

42.02(a) (ii) MAXIMUM REIMBURSEMENT SCHEDULE

Rae-Edzo to **Behchoko**
Rae Lakes to **Gameti**
Holman to **Ulukhaktok**
Wekweti to **Wekweeti**
Wha Ti to **Whati**

APPENDIX A2 CORRECTIONS OFFICERS

DELETE:

~~The provisions of Appendix A2 — Corrections Officers and the Letter of Understanding between the Union of Northern Workers and the Government of the Northwest Territories — Hours of work of Corrections Security Shift Workers found in the Collective Agreement between the Union of Northern Workers and the Minister Responsible for the Public Service Act which expired March 31, 2005 will continue to apply to all employees who fall within this Appendix up to and including March 31, 2006.~~

APPENDIX A7 TRADES

WORK CLOTHING AND PROTECTIVE EQUIPMENT

AMEND TO READ:

A7.06(1) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**:

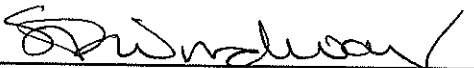
- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, except prescription lenses
- (vi) Ear protection
- (vii) Coveralls
- (viii) Welding gloves

- (a) The Employer shall supply new employees with the articles of equipment as required;
 - (b) Supply employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.
- (2) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles

- (iv) Dust protection
- (v) Eye protection, including safety prescription glasses
- (vi) Ear protection
- (vii) Coveralls
- (viii) Welding gloves

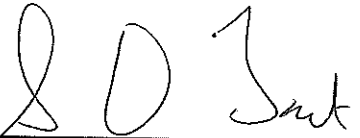
(3) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.



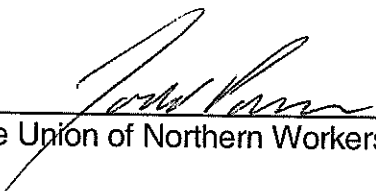
The Employer

FEB 27 109

Date



The Employer



The Union of Northern Workers

FEB 25, 2009

Date



The Union of Northern Workers

ARTICLE 14

INFORMATION

14.01(2) **AMEND TO READ:**

The Employer agrees to provide the Union with **monthly** staff movement reports in a form mutually agreed to between the Union and the Employer.

18.04 **AMEND TO READ:**

Normally, employees will not be permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of **June**. However, in situations where an employee's vacation leave has been denied due to operational requirements, the employee shall be permitted to carry over that period of vacation leave in addition to the one (1) year of accrued vacation leave credits.

ARTICLE 31 PAY FOR TRAVEL ON BEHALF OF EMPLOYER

31.01(4) **AMEND TO READ:**

- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work or travel, he/she shall receive payment **up to a maximum of his/her standard daily hours**, at time and one-half (1 1/2) his/her rate of pay or be granted the equivalent leave with pay.

AMEND TO READ:

- 41.02(b) The annual rates for each community will be updated on April 1 of each year in accordance with the methodology.

LIMITATIONS

AMEND TO READ:

- 45.07 Notwithstanding Clause 45.06(f), no item of "other expenses" or transportation in excess of ~~ten~~ dollars (**\$10.00**) will be reimbursed unless it is supported by a receipt.

ENTITLEMENTS

AMEND TO READ:

45.11 Subject to Clauses 45.13 and 45.14, the following entitlements are provided:

- (a) where the use of privately owned car is authorized:
 - (i) for the Employer's rather than the individual's convenience - an allowance of **64** cents per kilometre for travel within the Northwest Territories and **53** cents per kilometre for travel elsewhere;
 - (ii) for the individual's rather than the Employer's convenience - an allowance of **28** cents per kilometre.

These rates will be adjusted as the Federal rates are changed.

ARTICLE 46 UNIFORMS AND PROTECTIVE CLOTHING

AMEND TO READ:

46.06 An annual allowance of (XXX dollars)(\$XXX.XX) will be provided to those employees who the Employer, the Worker's **Safety & Compensation Commission** or the NWT Safety Act deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and **thereafter on the first pay in September**. This annual allowance will not be paid where an employee is provided with safety footwear by the Employer.

ARTICLE 48 SHORT TERM LEAVE FOR TRAINING PURPOSES

48.01 Leave **with or** without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees with the approval of the Employer.

MOVE AND RENUMBER A7.09 TO A7.02 (2)

(2) Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified **tradespersons**.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNION OF NORTHERN WORKERS

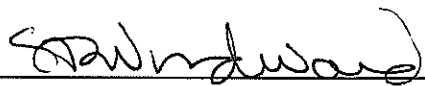
AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

The parties agree that the following employees in the Department of **Industry, Tourism and Investment, and the Department of the Environment and Natural Resources, Wildlife and Economic Development** shall be scheduled shift work:

- Parks employees
- Visitor Centre employees
- Forest Fire Management employees


The parties further agree that Articles 22.02 to 22.06 and 27 shall apply to these employees for the period of May 1 to September 30 of each year and Article 22.01 shall apply for the remainder of the year.



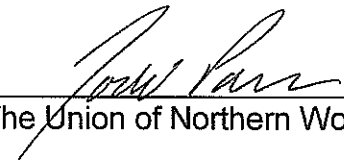
The Employer

JAN 23/09

Date



The Employer



The Union of Northern Workers

JAN 23, 2009

Date



The Union of Northern Workers