

***COLLECTIVE BARGAINING***  
***with***  
***THE UNION OF NORTHERN WORKERS***

***MARCH 4, 2009***

***GNWT Response to UNW Issues***

***This proposal is in response to the pay proposal which the UNW presented on February 27, 2009, and all other outstanding UNW proposals except for those proposals in Appendix A9.***

***Where it has been possible to do so, we have estimated the costs and liabilities of the UNW proposals. In some cases we have indicated that we have been unable to cost a particular UNW proposal. This is usually due to a lack of data that can be used in the costing.***

***In a number of areas we have questions about specific UNW proposals, which will enable us to better assess that proposal.***

***The total of all the UNW proposals which we have been able to cost, including Appendix A9, is \$60 million. Because we have not received specific proposals from the UNW, this costing does not include salary increases in Appendix B, or any increase in Northern Allowance in Article 41. This is more money than we have in our mandate.***

***We have indicated certain areas where we can make monetary adjustments. In addition, we anticipate that there will be salary increases in Appendix B, and increases to Northern Allowance in Article 41.***

***We look forward to working with the UNW to reach a settlement that is acceptable to everyone, and that satisfies our goal of maintaining an efficient, effective and sustainable public service.***

2.01 (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to 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. **No employee shall serve more than one probationary period.**

*We have extensive concerns about making any change of the nature being proposed by the UNW.*

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ARTICLE 3      RECOGNITION

3.01    The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit. **In any and all matters dealing with employment, including but not limited to disputes, complaints, benefits, transfer assignments, secondments, maternity and parental leave, and on subsequent hires.**

*This UNW proposal injects the UNW into all areas of management – as it references “any and all matters dealing with employment”. What all these matters are and what impact this change would have is not clear. Our position is that this proposal is not operationally feasible.*

*We proposed additional language to ensure employees are aware they could consult with the UNW on issues arising from the Collective Agreement. The UNW rejected that language.*

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ARTICLE 16  
DESIGNATED PAID HOLIDAYS

**16.01    (b)    The third Monday in February to be recognized as Family Day**

***Estimated Cost: \$1.8 million per year***

***We do not believe that adding a designated paid holiday is an appropriate place to spend our resources. We already have Aboriginal Day as a designated paid holiday, one that does not exist in most jurisdictions.***

ARTICLE 17  
LEAVE - GENERAL

**The union reserves the right to introduce language stipulating that the employer shall respond to all applications for leave no later than 2 weeks after the application has been received.**

*We will respond when we receive the UNW proposal.*

- 17.06** (ii) When during any period of vacation leave, special leave or time off in lieu of overtime, an employee is recalled to duty, **s/he shall be paid at time and one half for the first shift worked. Further,** he/she shall be reimbursed for reasonable expenses that he/she incurs:

*Estimated Cost: Unable to cost*

*As part of the entire monetary package, we believe that this article could be changed to reflect this proposal.*

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- 17.08** **Approved Vacation, Medical and Duty travel shall be allowed to be linked provided the employee can demonstrate no increased cost to the employer. Vacation travel shall not be disapproved solely because the employee plans to link to duty or medical travel.**

*We agree with this concept. We have reworded the UNW's proposal to clarify that there must be no increase in cost or administrative burden to the GNWT as a result of the employee taking vacation leave coincident to medical or duty travel. We have also clarified that should the medical or duty travel be cancelled or rescheduled, the GNWT is not responsible for any additional costs the employee incurs related to their vacation leave.*

**GNWT revision of proposal – Insert After 18.03 and re-number as appropriate**

- 18.04** **Where an employee has medical travel under Article 20.10 or duty travel under Article 45 which has been approved, vacation leave for a coincident period may be approved, provided the employee can demonstrate no increased cost or administrative burden to the employer. Employees will be solely responsible for any vacation related costs should the medical or duty travel subsequently be cancelled or rescheduled.**
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17.09 Relief employees shall earn **twenty-six percent (26%)** ~~fourteen-percent (14%)~~ of base salary as supplementary compensation in lieu of earning vacation, sick **leave**, ~~and~~ special leave, **designated paid holidays, and pension**. This amount shall be liquidated in the month of May or upon three weeks written notice by the employee.

*Estimated Cost: \$1 million per year*

*We do not think it is appropriate to increase the current 14% payout for relief employees.*

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ARTICLE 18  
VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 18.01 (1) For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:
- (a) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (b) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
  - (c) two decimal zero eight (2.08) days each month commencing in the month after completion of seven (7) years of continuous employment.
  - (d) two decimal five (2.5) days each month commencing in the month after completion of **ten (10)** ~~fifteen (15)~~ years of continuous employment.
  - (e) two decimal nine two (2.92) days each month commencing the month after completion of **fifteen (15)** ~~twenty (20)~~ years of continuous employment.
  - (f) **three decimal three (3.33) days each month commencing the month after completion of twenty (20) years of continuous employment.**

***Estimated Cost: \$1,500,000 liability per year based on the current employee profile. The cost becomes greater as years of service increase. This does not include the value of lost productivity for non-continuous employees.***

***The GNWT already provides generous leave provisions.***

***We propose to renew the existing language.***

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ARTICLE 19  
SPECIAL LEAVE

- 19.02 (1) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family. The employee shall be granted up to **four (4)** ~~three (3)~~ additional days special leave for the purpose of travel;
  - (b) when an employee is to be married.
- (2) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
- (a) (i) where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
  - (ii) where a member of the immediate family becomes seriously ill.

**The employee shall be granted up to four (4) additional days special leave for the purpose of travel;**

- (b) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
  - (i) serious household or domestic emergencies;
  - (ii) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance;

**The employee shall be granted up to four (4) additional days special leave for the purpose of travel;**

- (c) in circumstances which are of general value to the Public Service, such as where the employee:
  - (ii) attends his/her University Convocation, , **including convocations for professional designations**, if he/she has been continuously employed for at least one (1) year;

19.04 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of their child **or grandchild**. An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the adoption of a child, **or grandchild**. This leave may be divided into two parts and taken on separate days.

**Estimated Cost:            Unable to cost**

*In each of the last three collective agreements we have increased the amount of special leave available. In 2005 we added "grandchildren and in-laws" to the definition of immediate family, we added three days travel for death in immediate family and we added leave to attend the funeral of a niece and nephew, as well as increasing the extended family funeral leave from one to three days.*

*In 2002 we added one day for the funeral of an aunt or uncle, we increased leave for birth or adoption from one to three days and provided leave for non-medical escorts for immediate family.*

*In 1998 we increased the maximum accrual from 25 to 30 days.*

*In the past year only 56% of employees used any Special leave. Of those who did, 78% of these employees used one or two days of special leave.*

*Instead of focusing on increasing individual items, we have a proposal to shift to a new model that provides two days of special leave per year to all employees. This leave can be taken at an employee's discretion. This is in addition to an employee's entitlement to special leave for death in the immediate family and for illness in the immediate family. This is also in addition to casual leave for medical, dental and other appointments.*

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#### CASUAL LEAVE

19.06 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. **When the appointment goes to the end or beyond the end of the workday, this leave shall be granted for the period of the workday missed.**

***Estimated Cost: Unable to cost***

***We are unable to agree to this change. Casual leave is intended to apply to situations where an appointment can be attended in a short period of time, two hours or less. In most cases this means returning to the workplace after the appointment is completed.***

***We propose to renew the existing language.***

***We also have a proposal to move casual leave to a different part of the collective agreement where we see it fitting better. Currently casual leave falls under special leave, when in reality there is no charge against special leave credits for it.***

***We propose to move the existing casual leave (Article 19.06) under "Other Leave" to make this clear.***

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ARTICLE 20  
SICK LEAVE

CREDITS

20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.

- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours **in the day**;

***Estimated Cost: Unable to cost***

***The impact of this change would be that an employee who works the morning and then works one minute in the afternoon would then be able to go home sick with no charge against his/her leave credits. Currently an employee is required to work at least two hours in the afternoon (as well as the morning) - at which point he/she could go home sick with no charge against leave credits.***

***This provision is inconsistent with our proposal to move to the pro-rating of leave based on hours earned and used. We propose to delete this article.***

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20.04 The Employer shall only require a variation beyond the basic requirement described in 20.03, in the form of a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.

**When an Employee presents a medical certificate from a medical practitioner or nurse practitioner, stating that they must attend medical treatment, the Supervisor shall not have the right to question the nature of the medical condition involved provided the Employee has enough sick leave credits.**

***We are concerned that this proposal appears to interfere with our obligation to obtain appropriate medical information to allow us to evaluate our ability to accommodate employees as required by human rights legislation.***

***We also need to continue to have the flexibility to seek or provide additional information. This may be required to determine whether or not approving sick leave is appropriate or to help the employer assess the need for accommodation when an employee seeks to return to work.***

***We propose to renew the existing language.***

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#### 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. to secure medical **or dental** treatment, traveling expenses incurred will be reimbursed subject to the following provisions:

***Estimated Cost: Unable to cost***

***In the mid 1990's the UNW and GNWT agreed to remove medical travel for non-elective dental procedures from the collective agreement. We want to focus on moving our collective agreement forward and focusing on the future, rather than moving back to benefits that both parties previously agreed to remove.***

***We propose to renew the existing language***

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TRAVEL TIME

20.10 Every employee who is proceeding to a medical centre **or dental clinic** under the provisions of Clause 20.09 shall be granted leave of absence with pay **from the time of departure from their home community to the time of return to their home community to a maximum of three (3) days. This time shall not be taken from any leave credits.** ~~which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual time taken to travel from his/her post to a point of departure and return.~~

*Estimated Cost: Unable to cost.*

*We believe that the current travel time provisions are sufficient to allow employees to travel for medical treatment outside their home community.*

*We also have a proposal to add language which incorporates the settlement of the group grievance which we negotiated with the UNW concerning an employee's preference to travel by private vehicle.*

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ARTICLE 21

OTHER TYPES OF LEAVE

LEAVE IN EMERGENCY OR UNUSUAL CIRCUMSTANCES

21.03 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances. **Such leave shall not be unreasonably denied.**

*Estimated Cost: Unable to cost.*

*We are not aware of this having been a problem. We cannot agree to this change given the broad number of circumstances to which this article could apply.*

MATERNITY AND PARENTAL LEAVE

The union proposes to make the following changes to the maternity and parental leave provisions:

1. The period of time that an employee is required to return to work when they return from maternity and/or parental leave to be calculated according to the following formula:

$$\text{Required hours for repayment} = \frac{\$ \text{ paid under the SUB Plan}}{\text{Hourly pay rate}}$$

2. Raise the number of weeks under parental leave eligible to be paid under the SUB plan to thirty-seven (37) weeks from fifteen (15)

*Estimated Cost: Increasing the top-up plan from 15 to 37 weeks would cost approximately \$1.5 million per year.*

*Shorter repayment period: Unable to cost.*

*Our provisions for top-up and repayment are consistent with those provided by other employers.*

*We also have a proposal to clarify the existing language and to better describe the differences between returning employees who return full-time and those who return less than full-time.*

*We have also added a specific reference to relief employees, to treat them in the same way as part-time employees.*

*We prefer our proposal.*

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LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- 21.06 (a) The Employer shall grant leave without pay for a period of 1 year, at the request in writing of an employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the employee's headquarters area. If the employee does not obtain another position **with the GNWT or does not return to the NWT by the end of** ~~within~~ the one year period, the employee shall cease to be an employee at the end of the approved period of leave without pay.

*Estimated Cost: Unable to cost.*

***The purpose of the article is not to provide an employee with leave when leaving the NWT. It is to provide protection if an employee needed to move to another NWT community if their spouse had to move.***

***We propose that the existing language be renewed.***

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**NEW**

### **21.07 Compassionate Care Leave**

**The union proposes to introduce compassionate care leave into the collective agreement and include an eight week sub plan similar to the maternity and parental leave sub plans.**

***Estimated Cost: Unable to cost, it is estimated this would cost \$10,000 per occurrence.***

***Employment Insurance (EI) provides a compassionate care benefit. Currently the GNWT provides leave without pay for up to eight weeks (HRM 814 - below) to coincide with EI benefits. An individual may receive EI benefits to a maximum of six weeks when he/she have to be absent from work to provide care or support to a gravely ill family member at risk of dying within 26 weeks.***

***We believe that the current compassionate leave provisions are appropriate.***

#### Human Resource Manual Section 814 Compassionate Care

22. Leave without pay for compassionate care may be granted to a maximum of eight weeks to an employee who has to be absent from work to provide care or support to a gravely ill immediate family member at risk of dying within 26 weeks. Care or support to a family member means:

- a. providing psychological or emotional support;
- b. arranging for care by a third party; or
- c. directly providing or participating in the care.

If one or more family members apply for compassionate care, Deputy Heads will review GNWT operational requirements.

1. When requesting compassionate care, an employee must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.
2. If the family member dies while an employee is on LWOP for compassionate care, the compassionate care ceases. The employee must contact their supervisor and may request special leave for a death of a family member.
3. The employee requesting LWOP for compassionate care does not need to be in receipt of compassionate care Employment Insurance benefits to apply for compassionate care.

ARTICLE 22  
HOURS OF WORK - GENERAL  
SHIFT WORK

- 22.02 Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:
- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least 14 days notice of any change.
  - (b) The daily shift hours will be no more than sixteen (16) hours.
  - (c) The number of consecutive shift days of work shall be no more than **six (6)** 7 days.
  - (d) The number of consecutive days of rest between shifts shall be no less than 2 days.
  - (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
  - (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 16.01(1) by the shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clause 16.05.

The following provisions of Article 16 shall not apply to employees covered by Clause 22.02: 16.01(1), 16.02, 16.03, 16.04, 16.05 (b) and 16.06.

***Estimated Cost: Unable to cost.***

***This proposal introduces more complexity into shift scheduling for everyone and may not allow a regular shift schedule without attracting much more overtime given the current requirement to provide at least every third weekend off. This will require the payment of additional overtime. The only regularly repeating schedule we could identify only provides every 4<sup>th</sup> weekend off.***

***This proposed change cannot be harmonized with the other limitations on shift scheduling in the rest of this article.***

***We have a number of proposals under shift scheduling related to the minimum third weekend off and relating to employees who only work weekends. We prefer our proposals.***

ARTICLE 23  
OVERTIME

- 23.04 (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and
  - (a) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (2) An employee may, ~~for cause,~~ refuse to work overtime, providing he/she places his/her refusal in writing.
- (3) Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 23.05 (a) An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) **at double time for all hours of overtime worked.** ~~at time and one half (1 1/2) for all hours except as provided in Clause 23.05 (b)(ii);~~
  - (ii) ~~at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.~~
- ~~Consecutive hours of overtime will not be considered interrupted when:~~
- ~~(a) one unpaid meal break of up to one hour is taken after a minimum of three consecutive hours have been worked and the employee returns to work after the meal break; or~~
  - ~~(b) the overtime commences immediately prior to the start of the employee's regular hours of work and continues immediately following the conclusion of the employee's regular hours of work.~~
- ~~(iii) in lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be~~

~~taken at a time mutually agreeable to the Employer and the employee. Any unused equivalent leave may be carried over into the next fiscal year.~~

~~(c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and~~

~~(d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.~~

**(c) Employees may accumulate up to two hundred hours of equivalent leave with pay in a refillable leave bank.**

**(d) The Employer shall grant such leave with pay at a time mutually agreeable to the Employer and the employee.**

**All consequential amendments to make all overtime paid at double time.**

***Estimated Cost: All overtime at double time would cost approximately \$1.4 million per year.***

***We cannot determine the cost of employees being able to refuse overtime for any reason - currently employees can only refuse overtime for cause.***

***It is not possible to estimate the costs of a refillable 200 hour lieu time bank, although we believe them to be considerable.***

***All overtime at double time is very expensive. Given our limited resources it is not an area we would propose to change. Double time is currently provided to employees who work overtime more than four hours or who work overtime on a second or subsequent consecutive day of rest.***

***A 200 hour refillable lieu time bank would significantly impact the services we deliver to the residents of the NWT. A lieu time bank this size means more employees take more time off, which requires replacing those employees, greater workloads for the employees who remain or reduction or loss of services.***

ARTICLE 24

PAY

- 24.02 (1) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.
- (2) In the event there is delay in paying new or transferred employees, the Employer will assist those employees by providing pay advances.
- (3) Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes.
- (4) Pay will be deposited to the credit of the employee in the financial institution of his/her choice in Canada.
- (5) (a) Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period except in recoveries for absence without leave. **No action will be taken by the Employer to recover any monies from employees after one year has elapsed from the time the overpayment occurred, except in relation to retroactive membership dues.**

*Estimated Cost: Unable to cost*

*Currently the GNWT's Limitation of Actions Act allows for the recovery of public money for up to 6 years.*

*We propose to renew the existing language.*

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RESPONSIBILITY ALLOWANCE

- 24.04 (1) (a) When an employee is required by the Employer to perform the duties of a position at a higher pay range on an acting basis; or
- (b) When an employee is designated in charge of a ward, unit or department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed; or
- (c) When a nurse temporarily replaces another nurse in the position of Supervisor; or
- (d) When the head nurse or unit or department manager is not present to co-ordinate the daily operations of the ward, unit or department, and designates an employee as in charge, the employee shall be paid a responsibility allowance.

(2) Employees in any of the above circumstances shall be paid:

- (a) an amount of ten (10%) of the employee's base salary for acting periods of 5 days/shifts or less; or
- (b) an amount of twelve (12%) of the employee's base salary for acting periods greater than 5 days/shifts.

Such pay shall be calculated from the time on which he/she commenced to act, for the period in which he/she acts.

(3) **No employee will be expected to perform any duties of their managers/supervisors in the absence of the managers/supervisors if they have not been appointed and paid a responsibility allowance.**

(4) **If there is more than one employee on the shift or in the department in the absence of a supervisor, the Employer shall engage the employee who has seniority to be the acting supervisor first. Should the employee opt to refuse the Employer, the Employer shall engage the remaining employees in descending seniority ranking to replace the supervisor.**

*Estimated Cost:            Unable to cost*

*There are a number of changes proposed here.*

*This provision would significantly limit our responsibility to direct and manage the workplace. This also reduces our ability to apply different approaches that are responsive to the circumstances in the work unit.*

*The most suitable employee to act in the absence of a supervisor is not always the person with the greatest seniority. Also some workplaces use these assignments as part of a developmental process to promote and enhance experience and career opportunities.*

*We prefer to renew the existing language.*

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**24.07    Reference corrections to be made in this article in (a) and (b)**

- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a step in the appropriate pay range for the new position that is

commensurate to the employee's related knowledge, skills, abilities and experience for the position, **as outlined in 24.01 (2)**.

*We would like to add a bit more clarity. We are proposing the following language.*

- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a step in the appropriate pay range for the new position that is commensurate to the employee's related knowledge, skills, abilities and experience for the position. **Where an employee has directly related experience, he/she will be placed at a Step in the appropriate pay range in accordance with 24.01 (2).**

*We reserved the right to table a proposal on 24.01 (2) once the Arbitrator's award was received. As these two articles are linked, we are providing our proposal for 24.01 (2):*

- (2) Newly appointed employees will be **placed on Step 1** ~~credited with one step~~ of the applicable pay range for the position ~~for each~~ **where the employee has two (2) years or less** of directly related experience to the responsibilities of the new job; **Step 2 where the employee has two (2) to four (4) years of directly related experience; and Step 3 where the employee has four (4) to six (6) years of directly related experience.** ~~to a maximum of three (3) steps.~~

*This proposal is consistent with our current practice.*

*As part of the entire monetary package we could agree to the inclusion of these two amended articles.*

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#### APPLICATION OF SALARY REVIEW DATE

- 24.10 (a) The salary review date of an employee who is promoted shall be the first day of the month of the promotion.
- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
- (c) **Except when s/he has been on maternity or parental leave**, the salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

*Estimated Cost: Unable to cost.*

*The current wording for the adjustment of review dates is based on the passage of a reasonable period of time, regardless of the reasons for the employee taking leave without pay.*

*The UNW's proposal would introduce a unique exception for those on parental leave which could have inequitable results.*

*The criteria to revise the date should be based on a period of time, and not the reason for the leave.*

*We propose to renew the existing language.*

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**24.11 (1) (c)** The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, **or sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.** Where an employee can show proof that they had brought the concern of the evaluation of their position to the attention of an Employer Representative, and this date is earlier than either the re-evaluation or sixty (60) days prior to a grievance or appeal being filed, the adjustment shall be made to their pay retroactive to that earlier date. ~~but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.~~

*Estimated Cost: Unable to cost.*

*We need additional information in order to better understand this issue.*

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NEW

#### **24.15 CONTINUOUS SERVICE BONUS**

**The Employer and the Union agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.**

**All employees who are on staff as of December 1 each year, and who have a minimum of three (3) years continuous service will receive an annual Continuous Service Bonus according to the following schedule. The Continuous Service Bonus will be paid on the first pay period of December in each year.**

<b>Continuous Service</b>	<b>Annual Payment</b>
<b>3, 4 or 5 years of continuous service</b>	<b>\$1,000</b>
<b>6, 7, 8, 9 or 10 years of continuous service</b>	<b>\$2,000</b>
<b>11, 12, 13, 14 or 15 years of continuous service</b>	<b>\$3,000</b>
<b>16, 17, 18, 19 or 20 years of continuous service</b>	<b>\$4,000</b>
<b>21 or more years of continuous service</b>	<b>\$5,000</b>

*Estimated Cost:            Approximately \$5.3 million*

*The amount will vary of employee demographics.*

*This is a benefit only to employees with 3 or more years of service. While characterized as a retention bonus, it may not be effective. Employees seldom make life changing decisions for \$1,000 to \$5,000. It is unlikely that this bonus will keep an employee who is actively looking elsewhere for work; what it may do is change the employee's departure date so that the employee will receive the yearly bonus amount and then leave.*

*This is not an area where we wish to devote our scarce resources.*

*We would like to discuss with the UNW options for providing specific rewards for long serving employees of the GNWT. For example, adding an additional step to the salary grids.*

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**NEW**

**24.16**        Where the Employer has not paid an employee within the time frames stipulated within this Collective Agreement, payments shall accrue interest at 2% plus prime. This clause will apply to all monetary payments including, but not limited to payment for, regular pay, overtime, extra allowances and leave.

*Estimated Cost:            Unable to quantify.*

*This is not an area where we wish to devote our scarce resources.*

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**ARTICLE 26**  
**CALL-BACK PAY**

**26.01**        When an employee is recalled to a place of work, **or responds to a telephone or data line call** for a specific duty, he/she shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.02 (1) When an employee reports to work, overtime for which he/she has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of (\$5.00) five dollars.
- (2) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 45 - Duty Travel Expenses.
- 26.03 (1) **Where an employee has been recalled to work to perform a specific duty between the hours of 23:00 and 5:00, there shall be a minimum uninterrupted rest period of eight (8) hours before the employee is to report to work once again.**
- (2) **Where an employee's regularly scheduled shift begins during that eight (8) hour period, s/he shall report for work after the eight (8) hour period, and work until the end of the regularly scheduled shift. The employee shall be paid as if the entire shift had been worked.**
- (3) **Where an employee's regularly scheduled shift begins during that eight (8) hour period, and, due to operational requirements, the eight (8) hour rest period is not feasible, the employee shall be paid at overtime rates for their entire shift.**

*Estimated Cost:            Unable to cost*

*We had suggested to the UNW, in response to the proposals brought forward by both parties, that we have a broad discussion on the applicability of, and differences between, standby pay, call-back pay and reporting pay.*

*We have a proposal on this article. We prefer our proposal.*

---

ARTICLE 27  
SHIFT PREMIUM

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium of **three dollars (\$3.00)** ~~two dollars (\$2.00)~~ per hour for all hours worked between the hours of 4:00 p.m. and 8:00 a.m., **including overtime hours worked.** ~~Shift premium will also~~

~~be paid for all overtime hours worked. contiguously to the period specified above, but for no other overtime hours.~~

27.02 Employees shall receive an additional premium of **four dollars (\$4.00)** ~~two dollars (\$2.00)~~ per hour for work on Saturday and/or Sunday, **or statutory holidays** for hours worked. Weekend premium shall be payable in respect of all ~~regularly scheduled straight time~~ hours worked on Saturday and/or Sunday.

***Estimated Cost: \$740,000***

***This amount was increased in the last collective agreement.***

***We would prefer to focus our monetary resources on areas that increase base pay and allowances for all employees. This change does not benefit all employees, only shift workers.***

***We propose renewing the existing language.***

---

ARTICLE 29  
STANDBY

29.01 (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of **three** ~~one~~ hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or a designated paid holiday, he/she shall be paid **three** ~~one and one-half~~ hours pay at the employee's **overtime rate** ~~base salary~~.

***Estimated Cost: \$6.5 million per year***

***This amount was increased in the last collective agreement.***

***We would prefer to focus our monetary resources on areas that increase base pay and allowances for all employees. This change does not benefit all employees, only shift workers.***

***We propose renewing the existing language.***

---

ARTICLE 30  
TECHNOLOGICAL CHANGE

- 30.01 Technological change means:
- (a) the introduction by the Employer of equipment or material **or process or software** of a different nature than that previously utilized; and
  - (b) a change in the Employer's operation directly related to the introduction of that equipment or material **or process or software**.

*Estimated cost: Unable to cost.*

*The existing language already provides for notification of technological changes of a different nature or that will affect the Employer's operations. Attempting to add precision to the terms "equipment or material" may be unduly restricting without improving the provision.*

*We propose to renew the existing language.*

---

ARTICLE 32  
SEVERANCE PAY

LAY-OFF

- 32.02 An employee who is laid-off following the signing of this Agreement, may request one of the following options:
- (c) Retraining - The lay-off shall, during the 3 month notice period be eligible for this option if:
    - (i) the lay-off has three (3) years of continuous service;
    - (ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and
    - (iii) the employee and the Employer agree that the retraining can be completed within **36** ~~12~~ consecutive months.

*Estimated Cost: Unable to cost*

*We are not aware of the current period for retraining having created any problems. The purpose of this proposal is not clear. We would like to have more discussions with the UNW on this proposal.*

*We propose to renew the existing language.*

- (d) Education Assistance - The lay-off may be eligible to apply for this option if: ...

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to ~~thirty-six~~ ~~twelve~~ months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than ~~thirty-six~~ ~~twelve~~ months to permit the lay-off to attend ~~six~~ ~~two~~ consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of ~~thirty-six~~ ~~twelve~~ months salary.

***Estimated Cost: Unable to cost***

***The purpose of this proposal is not clear. We would like to have more discussions with the UNW on this proposal.***

***We propose to renew the existing language.***

---

RESIGNATION, RETIREMENT AND DEATH

- 32.05 **An employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation in accordance with the following formula:**

**Number of years of service x weekly rate of pay on resignation**

**2**

**less any period of continuous employment in respect of which severance pay was previously granted, to a maximum of thirteen (13) weeks pay.**

~~Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.07 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment.~~

***Estimated Cost: \$5.8 million dollar liability***

***Actual cost depends on employee demographics and choices***

***This proposal reinstates a benefit which was removed from the collective agreement in 1995. Currently resignation severance applies only to those hired before September 1995.***

*We want to focus on moving our collective agreement forward and focusing on the future, rather than moving back to benefits that no longer exist in the collective agreement.*

*We propose to renew the existing language.*

---

**RETIREMENT AND TERMINATION FOR HEALTH REASONS**

- 32.06 a) This Clause shall apply to an employee
- i) who retires from the Public Service; or**
  - ii) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and ~~when such occurs:~~**
- (b) **when employment terminates for either of the reasons stated in (a) above,** the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
- (c) when employment **terminates for either of the reasons in (a),** ~~is terminated under this Clause~~ the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

***Estimated Cost:                      Approximately \$900,000 liability today***

***Costs to vary depending on employee demographics***

***We already provide a generous pension plan through the Public Service Superannuation Plan. We prefer to invest in our existing employees.***

***This proposal reinstates a benefit which was removed from the collective agreement in 1995. We want to focus on moving our collective agreement forward and focusing on the future, rather than moving back to benefits that no longer exist in the collective agreement.***

***We propose to renew the existing language.***

---

DISMISSAL, ABANDONMENT OF POSITION

32.07 An employee who is dismissed for cause from the Public Service or who has been declared to abandon his/her position shall not be entitled to severance pay.

DEATH

32.08 **If an employee dies, there shall be paid to his/her estate an amount equal to the product obtained by multiplying his/her weekly rate of pay immediately prior to death by the number of years of continuous service with a maximum of thirty (30) regardless of any other benefit payable.**

*Estimated Cost: Unable to cost.*

*This proposal reinstates a benefit which was removed from the collective agreement in 1995. We want to focus on moving our collective agreement forward and focusing on the future, rather than moving back to benefits that no longer exist in the collective agreement.*

*We propose to renew the existing language.*

---

ARTICLE 33

LAY-OFF

- 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. **Where two or more employees within the same worksite and the same department are to be considered for lay-off status, seniority shall prevail.** ~~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) **Notwithstanding sub-clause (i) above, before issuing any lay-off notices, the Employer shall offer all affected employees the opportunity to access the provisions of voluntary separation. Where there are more volunteers for voluntary separation than lay-offs, the most senior employee will be granted voluntary separation.** In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.

- 33.01 (b) Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by **expedited arbitration. The arbitrator shall have all of the powers as outlined in Article 37 and in addition shall:** ~~the Staffing Appeals Committee constituted under the Staffing Appeals Regulations. The Committee shall have the authority described in the Staffing Appeals Guidelines, in addition, the Committee shall:~~
- (1) Where **the arbitrator** ~~it~~ finds that the job offer was reasonable, dismiss the **grievance appeal**;  
or
- (2) Where **the arbitrator** ~~it~~ finds that the job offer was unreasonable, uphold the **grievance appeal** and reinstate the full lay-off period;  
or
- (3) Where **the arbitrator** ~~it~~ finds the lay-off was given priority status, dismiss the **grievance appeal**;  
or
- (4) Where **the arbitrator** ~~it~~ finds the lay-off was not given priority status, uphold the **grievance appeal** and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the lay-off's priority status.

Findings of the **arbitrator** ~~Staffing Appeals Committee~~ shall be final and binding to all parties.

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

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

- (e) Employees who refuse a reasonable job offer by the Employer **will still be eligible to choose from any of the options under Article 32.** ~~are no longer considered laid-off as per Article 2.01(t) and will receive severance in accordance to either Article 32.05 or 32.06;~~

33.03 (a) **Every employee subject to notification that they are to be affected by a lay-off will be given 24 hours advance notice of the meeting at which formal notice is to be given and be advised that they are entitled to have union representation in attendance.**

- (b) Every employee affected by a lay-off must be provided reasonable time to meet in private with their union representative.**
- (c) The Union must be provided names and full contact information for each employee affected by lay-off within 24 hours of notice of lay-off being given to the employee.**

***Estimated Cost: Unable to cost.***

***We are not prepared to change the existing merit principle, including the application of the Affirmative Action policy, in determining which employee should be laid off.***

***We are not prepared to change the existing rules around voluntary separation.***

***The staffing appeals process is currently providing results very quickly. We are concerned that even an expedited arbitration process will result in significant delays in decisions being reached.***

***The time period for filing a first level grievance is 30 days. The grievance then works its way through the various steps, which can take as much as an additional 79 days, prior to proceeding to arbitration.***

***By contrast the staffing appeal process is usually resolved within 18 days, including the filing of the appeal, hearing of the appeal and issuing the report.***

***We do not believe that it is appropriate for an employee to refuse a reasonable job offer and then still be eligible for the benefits in Article 32.***

***We agree in principle with 33.03 (a), but are unable to agree to (b) and (c).***

***We propose the following language for 33.03 (a):***

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

***We have proposals for Article 33. These changes clarify the application of the Affirmative Action Policy and brings the collective agreement more clearly in line with the Public Service Act, past practice and our Human Resource Manual, as well as changes to the Staffing Appeal Regulations. We prefer our proposals.***

ARTICLE 37                    ADJUSTMENT OF DISPUTES

- 37.07    (a)    The Union shall have the right to consult with the first level of management as part of processing the First Level Grievance.
- (b)    The Union shall have the right to consult with the designate of the Deputy Head prior to the Union presenting a grievance at the Final Level.
- (c)    The Union shall have the right to consult with the Financial Management Board Secretariat with respect to a grievance at each or any level of the grievance procedure.
- (d)    Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the **discipline (not including verbal warnings), or suspension or** discharge of an employee, that employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days. **This clause shall be inclusive of any investigative meetings where the employee is directed/requested to attend.**

*This proposal requires escalating conversations that should be more informal between an employee and supervisor.*

*We believe that supervisors and employees need to be able to resolve issues directly where appropriate. We don't believe that further formalizing virtually all employee-supervisor conversations assists this overall relationship.*

*We propose to renew the existing language.*

---

ARTICLE 38  
CONTRACTING OUT

38.01    **The employer shall not contract out work performed by a member of the bargaining unit.** ~~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.~~

~~38.02    The Employer will seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer~~

~~formally advises of the intention to contract out work, the Employer will provide a formal 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.~~

***Estimated Cost: Unable to cost***

***Currently we contract out work in a variety of circumstances, including when we are unable to find suitable candidates in the North to deliver a service. Also, we may wish to contract out programs and services to Aboriginal governments leading up to self-government.***

***We cannot agree to this proposal. We propose to renew the current language.***

---

ARTICLE 39  
SUPERANNUATION

**The union proposes to amend the pension plan to allow for Emergency and Enforcement workers to retire with a full pension after 25 years of service.**

**The union also proposes to introduce free, individualized pre-retirement planning sessions for all employees who are within five (5) years of retirement.**

***Estimated Cost: Unable to cost pension plan changes.***

***Individualized pre-retirement planning sessions - \$875,000***

***We have explained to the UNW the difficulties with this proposal.***

***We provided the UNW with the negative response we had received from the Superannuation Plan in 2002, the last time we asked whether the early retirement plan could be changed to include GNWT emergency and enforcement workers.***

***There was also a joint committee in 2002 to look at this issue. The conclusion of that committee was that this matter could not be pursued further unless the UNW received further information.***

***The GNWT currently offers group retirement planning sessions regularly at no cost to employees.***

***We propose to renew the current language.***

---

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.**

*We can agree with this proposal.*

NEW

**40.13 Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.**

*We have a proposal to form a joint committee to review Article 40. We believe that the diversity of workplaces in the GNWT requires broad discussions between the parties with respect to a number of issues in Article 40.*

*The UNW also has a proposal with respect to Professional Responsibility committees. We suggest that joint committee discussions concerning Article 40 should incorporate this UNW proposal as well.*

---

ARTICLE 41

NORTHERN ALLOWANCE

**The union reserves the right to introduce a proposal on improving the Northern Allowance.**

*The UNW pay proposal tabled on February 27<sup>th</sup> did not include specific Northern Allowance rate increase proposals.*

*Below is the Northern Allowance effective April 1, 2009 based on the current methodology. This methodology was agreed to as part of the 2005-2009 collective agreement. The methodology provides that the bases (cost of living and*

*transportation) are negotiable during collective bargaining. Currently the cost of living base is \$500 and the travel base is \$2,218.*

*We anticipate that Northern Allowance will be increased.*

Community	1-Apr-08	1-Apr-09
Aklavik	16,790	<b>17,830</b>
<b>Behchoko (Edzo)</b>	3,942	<b>4,216</b>
<b>Behchoko (Rae)</b>	3,957	<b>4,232</b>
Colville Lake	18,344	<b>19,424</b>
Dawson City	6,792	<b>7,115</b>
Deline	16,763	<b>17,784</b>
Dettah	2,511	<b>2,729</b>
Enterprise	4,865	<b>5,172</b>
Fort Good Hope	16,582	<b>17,608</b>
Fort Liard	6,722	<b>6,753</b>
Fort McPherson	13,812	<b>14,479</b>
Fort Providence	6,484	<b>6,850</b>
Fort Resolution	7,830	<b>8,247</b>
Fort Simpson	8,763	<b>9,222</b>
Fort Smith	5,033	<b>5,280</b>
<b>Gameti</b>	11,887	<b>12,725</b>
Hay River	4,841	<b>5,147</b>
Hay River Reserve	4,856	<b>5,162</b>
Inuvik	12,318	<b>12,926</b>
Iqaluit	12,200	<b>12,856</b>
Jean Marie River	10,307	<b>10,817</b>
Kakisa	6,415	<b>6,779</b>
Lutselk'e	13,102	<b>13,977</b>
Nahanni Butte	13,053	<b>13,810</b>
Norman Wells	13,127	<b>14,020</b>
Paulatuk	19,560	<b>20,679</b>
Rankin Inlet	16,180	<b>16,978</b>
Sachs Harbour	19,989	<b>21,117</b>
Trout Lake	16,563	<b>17,451</b>
Tsiigehtchic	13,774	<b>14,440</b>
Tuktoyaktuk	17,003	<b>18,047</b>
Tulita	15,128	<b>16,099</b>
<b>Ulukhaktok</b>	20,945	<b>22,187</b>
<b>Wekweeti</b>	11,723	<b>12,545</b>
<b>Whati</b>	11,702	<b>12,517</b>
Wrigley	13,642	<b>14,250</b>
Yellowknife	2,500	<b>2,718</b>

ARTICLE 42

LIMITATIONS

**The union reserves the right to introduce a proposal on improving the Ultimate Removal Allowance. The union would like to discuss the use of U-Hauls when accessing benefits under this article.**

ENTITLEMENT

42.02 (a) (i) Length of Service

An employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories as follows:

ENTITLEMENT

Length of Service	Entitlement
<b>Rejection on probation</b>	<b>An amount equivalent to the amount that they received under article 43.</b>
less than 3 years	none
3 years but less than 4	50%
4 years but less than 5	60%
5 years but less than 6	70%
6 years but less than 7	80%
7 years but less than 8	90%
8 years and over	100%

(d) "Total Assistance"

The total assistance will be calculated for the point of recruitment and for the actual new domicile. **Where an employee was hired as a term employee and is subsequently hired as an indeterminate employee, or when an indeterminate employee is hired into a new indeterminate position, the point of recruitment will be deemed to be the employee's community of residence before being hired as an employee.** Subject to Article 42.02(a) the Government will reimburse the employee for the lesser of the two totals.

Subject to Article 42.02(a), employees hired after August 5, 1976, whose community of residence remains the same as his/her point of recruitment will be entitled to removal assistance as follows:

- (i) after 10 years of service, 100% entitlement calculated to the point of departure or to any other destination in the NWT whichever is the lesser cost;
- (ii) after 20 years of service, 100% entitlement to any destination in Canada.

42.03 ~~Only one entitlement will be paid per household and only be paid after actual termination of employment.~~

Removal must be made by the most economical and direct means available.

Claims must be substantiated by bona fide freight bills.

Payment will not be made for meals, lodging, or any other expenses except as allowed in Clause 42.02(c).

~~The Territorial Government will not pay removal assistance to an employee who receives duplicate assistance from another employment source.~~

An employee must move from his/her community of residence in order to receive removal assistance. The move must take place within **two (2) years** ~~one (1) year~~, except in extenuating circumstances approved by the Deputy Head.

42.05 The provisions of this Article do not apply to employees who have been dismissed, ~~rejected on probation~~ or declared to have abandoned their position.

***In the UNW pay proposal tabled February 27<sup>th</sup> no additional proposals on ultimate removal were included.***

***We have a proposal on paying out ultimate removal rather than a receipt and reimbursement process. As payment is not made until all receipts are received, we are finding that considerable time passes before a terminating employee receives their ultimate removal reimbursement.***

***We would like to move to a system where a lump sum payment is made and the employee decides how to spend the money.***

***We are unable to provide a response until the UNW advises if there will be additional UNW ultimate removal proposals coming forward.***

ARTICLE 45  
DUTY TRAVEL

OTHER EXPENSES

45.06 Employees may be reimbursed for:

- (g) Child care expenses - employees may be reimbursed a maximum of **fifty dollars (\$50)** ~~\$25.00~~ per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

***Estimated Cost:           Unable to cost.***

***We agree in principle that childcare expenses should increase.***

***As part of the entire monetary package we believe that the items in this article could increase.***

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ARTICLE 46

UNIFORMS AND PROTECTIVE CLOTHING

46.06 An annual allowance of **five two** hundred dollars **(\$500)** ~~(\$200.00)~~ will be provided to those employees who the Employer, the Worker's Compensation Board or the NWT Safety Act deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment. This annual allowance will not be paid where an employee is provided with safety footwear by the Employer.

46.07 Dry Cleaning Allowance for Uniforms

Employees who are provided, by the Employer, with uniforms that require ~~dry~~ cleaning shall be paid an allowance of **thirty five dollars (\$35.00)** ~~\$125.00~~ **per month**. ~~An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.~~

***Estimated Cost:           \$78,000 for protective clothing  
                                  \$40,000 for uniform cleaning***

***We believe the current rates for protective clothing are reasonable. We are not agreeable to changing the dry cleaning allowance to a general uniform cleaning allowance.***

*We propose to renew the existing language.*

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ARTICLE 51 ~~SEXUAL~~ HARASSMENT

**51.01**

- a) **The Union and the Employer recognize the right of employees to work in an environment free from harassment on a prohibited ground of discrimination as prohibited by the *Canadian Human Rights Act*, or the *NWT Human Rights Act*, free from personal harassment and free from abuse of authority. The Employer undertakes to ensure forms of harassment or abuse of authority will not be tolerated in the workplace.**
- b) **“Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.**
- c) **“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.**

~~51.01 The Government of the Northwest Territories is committed to promoting a work environment, which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer or agent of the Employer or by another employee.~~

~~51.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:~~

- ~~———— (a) is likely to cause offence or humiliation; or~~
- ~~———— (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.~~

51.02 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

***Currently the Workplace Conflict Resolution Policy (WCRP) covers sexual harassment, harassment based on prohibited grounds of discrimination and abuse***

*of authority. Currently allegations of bullying are investigated by individual Department, Boards and Agencies. We are open to discussing changes to the WCRP as appropriate.*

*The UNW has expressed the view that they want to be able to file grievances in these situations. We don't see that approach as assisting in resolving underlying problems and issues.*

*Complaints under the WCRP are dealt with quickly. Grievances, by contrast, take a very long time to resolve. Currently grievances take years to proceed to arbitration.*

*We also believe grievances are ill suited to resolving issues between employees or where there are a number of different parties with different interests. The WCRP is better suited to these types of complaints.*

*In addition, in most complaints the issue is best resolved quickly with the direct participation of those involved. An arbitration award received years after a complaint is filed doesn't provide for a speedy resolution of the issue.*

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ARTICLE 54  
DENTAL PLAN

**The union proposes to introduce improvements to dental benefits which include, but are not limited to:**

- 1. Increase the dental coverage (excluding orthodontic) to a maximum of \$2500 per year**
- 2. Increase orthodontic coverage to a maximum of \$5000 per lifetime limit per dependent.**
- 3. Allow for teeth cleaning every six months**
- 4. Extend dental benefits to retirees**
- 5. Other improvements**

***Estimated Cost:***            ***Increase dental coverage to \$2500 = \$600,000 per year***  
   ***Increase orthodontics to \$5,000 = \$94,000 per year***  
   ***Provide cleaning every 6 months = \$110,000 per year***

***The costs to provide retiree dental coverage is high. Rates vary by plan components and age of retiree and range from \$37 to \$100 per month for single coverage and \$98 to \$248 per month for family coverage. We are unable to cost this option as it depends on the number of retirees that would opt for this coverage.***

***We have made inquiries about joining the Federal dental plan, which provides retiree dental benefits. We have been told that we cannot join the plan.***

***As part of the entire monetary package we are prepared to include some improvements to the dental plan for current employees.***

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NEW ARTICLE

WHISTLE BLOWER PROTECTION

XX.01 No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or territory, or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; or an act or omission likely to endanger public health or safety or the Environment.

***This issue was raised by Members of the Legislative Assembly during the 15<sup>th</sup> Assembly, and the Minister of Human Resources committed to explore mechanisms such as regulation to ensure whistleblower protection for public service employees.***

***We are currently assessing the most appropriate mechanism, be it stand alone legislation or inclusion in the Public Service Act to achieve this kind of protection.***

***The Minister has committed to working with the Members of Legislative Assembly to address this important issue.***

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NEW ARTICLE

PRE-RETIREMENT TRANSITION LEAVE

XX.01 The Union and the Employer agree that it is in their mutual interests, and in the interests of aging and long service employees, to facilitate a healthy transition of Employees from full time work to retirement.

(a) In order to mitigate the potentially adverse affects of an abrupt transition from full time work to retirement, the Employer will at any point within the last four years before an employee is to become eligible for a pension, permit employees to choose to reduce their work week without any loss of rights or benefits, including earning unreduced pensionable service, according to the following formula:

- (i) four (4) years prior to retirement, a reduction by up to 20% of their regular hours;
- (ii) three (3) years prior to retirement, a reduction by up to 40% of their regular hours;

- (iii) two (2) years prior to retirement, a reduction by up to 60% of their regular hours; and
- (iv) one (1) year prior to retirement, a reduction by up to 80% of their regular hours.

(b) In order to bridge the period between retirement and age 65 when many public programs begin to provide coverage, the Employer will continue to pay both the employer's and the employee's share of premiums for all benefits enjoyed by Employees at the time they retire until the Employee reaches age 65.

(c) In recognition of the contribution they have made to the Employer, all Employees retiring from the Public Service shall be entitled to a special retiring allowance equivalent to two weeks pay for each year of continuous service. This allowance will be paid in addition to any entitlement to Severance Pay.

***Estimated Cost: Retiring allowance is estimated at \$8.4 million in the first year as a liability (actual payouts depend on who retires and when). Future costs vary depending on years of service of employees who retire.***

***This proposal requires the support of the Federal Superannuation plan in establishing this program and allowing the GNWT to participate in it. Our understanding is that Superannuation has not established this program. As a result this program is not an option. Benefits are currently linked to actual salary, so benefits would be based on current salary as opposed to 100% salary.***

***The additional special retiring allowance is similar to severance pay on retirement, which is also a proposal the UNW has put forward. This is a benefit which was removed from the collective agreement in 1995.***

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NEW ARTICLE

HEALTH CARE PROFESSIONAL RESPONSIBILITY COMMITTEE

- XX.01
- (a) A Professional Responsibility Committee (Committee) shall be established with up to four Employees elected by the Local Union and up to four representatives of the Employer. Alternate representatives may be designated from the same group.
  - (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.
  - (c) Co-Chairs shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly

- appointed time, and within ten days of receiving a written description of the issue regarding patient/resident/client care.
- (d) A request to establish separate committees from each site or a grouping of sites shall not be unreasonably denied.
  - (e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
  - (f) Where an issue is specific to one unit or program, the Employee or Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
  - (g) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or his or her designates(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven calendar days of the resolution meeting.
  - (h) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.
  - (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
  - (j) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issues(s).

XX.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.

***Estimated Cost: Unable to cost.***

***We would like further discussion on this issue and how it could be implemented in the wide variety of communities and facilities we have.***

***There are also a number of questions raised by this proposed article and we would like the UNW to provide more information. Our questions include:***

- ***How would this committee relate to Health and Safety Committees?***

- *Would their mandates overlap?*
- *Would it ever be appropriate for them to be the same committee?*
  
- *Who would this article apply to?*
  - *Does it include social workers?*
  - *Allied health workers such as physiotherapists?*
  
- *How would this model work across the NWT?*
  - *Regional committees?*

***We have concerns about the scope of the committee, given the proposed language, and would like to have discussions on that issue as well.***

NEW ARTICLE

ORGANIZATIONAL CHANGE

XX.01 The Employer shall ensure that Employees are kept informed of pending operational or organizational changes.

As a result of pending organizational change, the Employer shall endeavour to establish planning committees or working groups involving affected Employees and management:

- (a) Employee representatives shall be selected by the Union to be on any planning committee(s) and/or work groups.
  
- (b) Relevant information shall be forwarded to the Union representatives on any planning committee(s) and/or work group(s).
  
- (c) Participation on such planning committee(s) and/or work group(s) shall be with regular pay.

***As we discussed previously, we want to expand the joint consultation language (Article 56) to include major operational and organizational change. In addition we want to confirm our overall structure for discussion with the UNW, and focus on renewing our commitment to meet and discuss matters of mutual concern.***

***We acknowledge that there has been significant change in the GNWT and that, like most other governments and employers, change will continue. We also acknowledge that we have struggled with how best to communicate many of these changes to employees and the UNW.***

***Based on this experience we are focusing on how better to involve employees and the UNW as change occurs. There are a number of examples of how we currently are working to achieve this. The Yellowknife Consolidated Clinic project has working groups that includes YKHSSA employees. Consultation with employees on options to improve GNWT's management of infrastructure, including possible organizational changes, is underway.***

***We have proposed altering the Joint Consultation Terms of Reference to reflect the inclusion of discussions related to major organizational and operational change. We are waiting for feedback from the UNW on this proposal.***

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NEW ARTICLE  
CHILD CARE

The GNWT agrees to make \$500,000 available per contract year to be distributed as a child care subsidy to eligible employees with dependent children who are thirteen years of age and under, in accordance with the following rules:

1. ELIGIBILITY

- (a) The definition of a “dependent child” is as follows: a “dependent child” includes a natural child, or a legally adopted child, or a dependent child who lives in the same household as the eligible employee and who may be taken as a dependent of the eligible employee pursuant to the provisions of the Canada Revenue Agency.

In order to verify dependency status, the GNWT will request, as part of the application process, that employees provide documentary proof for each child for whom an employee seeks a subsidy payment. The proof required by the GNWT may include, but not be limited to, a copy of the employee's tax return for the prior year evidencing that the child was claimed by the employee as a dependent, a certified or original birth certificate, adoption order or other legal documentation evidencing dependency status.

An affidavit from the employee shall be insufficient to establish dependency status. An employee who is a parent of a natural child or legally adopted child shall not be required to prove that the child was claimed as a dependent for tax purposes, provided that the employee can demonstrate parental status through a certified or original birth certificate or original adoption order.

- (b) In addition, in order to be eligible for a child care payment in a given year pursuant to this Article:

- (i) an employee must have been employed by the GNWT by March 31 preceding the application deadline (see Section 3(a), below) and must be employed at the GNWT as of the date of disbursement pursuant to this Article (i.e., on or about December 15); and,
- (ii) if an employee is seeking a child care payment for a newborn child or newly adopted child, the child must have been born or adopted, whichever is applicable, by the application deadline (see Section 3(a), below); and
- (iii) a child for whom a payment is sought must not have reached the age of 10 by the application deadline.

## 2. PAYMENT AMOUNTS

- (a) Employees shall receive no more than \$750.00 per eligible child each year, up to a maximum of \$3,000.00 per family per year. Except as is provided in Section (2) (b), below, as long as a child and/or employee is eligible pursuant to Section 1, the employee shall receive a full payment for that child, irrespective of when the child became eligible. For example, if a child of an employee is born on October 14 (the day prior to the application deadline), the employee shall receive a full payment for that child for the relevant year.
- (b) In the event that the number of eligible employees and/or children renders the \$500,000 per year allocation (or a greater amount, if applicable, pursuant to Paragraph 2(c) insufficient to permit the payments contemplated in Section 2(a), the GNWT shall proportionally reduce the amount of the subsidy awarded to each employee by an appropriate percentage to ensure that the overall payment to employees does not exceed the applicable cap.
- (c) In the event that the number of eligible employees and/or children is such that the \$500,000 per year allocation is not exhausted, the GNWT shall proportionally increase the amount of the subsidy awarded to each eligible employee by an appropriate percentage, provided however that no family shall be entitled to receive more than \$3,000 per year. In the event that any excess amounts remain following any necessary proportional increase, no more than \$50,000 of that excess amount shall roll over to the following contract year. In no contract year shall the amount available as a child care subsidy exceed \$550,000.

## 3. PROCEDURE

- (a) A completed application for a subsidy payment, which must include the provision of any required documentation (see Section 1(a), above), must be received by the GNWT's Office of Human Resources no later than October 15. Applications received by the GNWT's Office of Human Resources after October 15 will not be considered.
- (b) The application form will be prepared by the GNWT and shall be provided to the Union and to all employees via the GNWT's internal mail on or about August 15. Additional copies of the application form also will be available to employees in the GNWT's Office of Human Resources and on line.

- (c) At a minimum, in addition to the documentation required in accordance with Section 1(a), above, the application form will require employees to provide the following information: name, social insurance number, GNWT telephone extension, Employee id number, department, hire date, home address, home phone number, the names, ages and a statement of the relationship of any child for whom a payment is sought to the employee. The employee also will be required to sign a verification that the child or children for whom compensation is sought are in fact dependents of the employee.
- (d) The GNWT will review the applications and make eligibility determinations. Payments shall be made by the GNWT to eligible employees on or about December 15.
- (e) On the date the payments are distributed to eligible employees, the GNWT shall provide the union with a written report which states the names of employees who received a child care payment, the amount of the payment for each employee and the total amount distributed to employees.
- (f) The provisions of this Article shall apply effective March 31, 2009.

***Estimated Cost: \$500,000 per year in subsidy, plus likely at least 1 additional staff member to administer and pay the subsidy to eligible parents.***

***This is not an area where we would prefer to invest our scarce resources.***

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NEW ARTICLE  
VACATION TRAVEL ASSISTANCE

**The union will propose the re-introduction of the concept of Vacation Travel Assistance.**

***Estimated Cost: \$14.5 million per year.***

***This cost estimate assume two dependents and current airfare rates, as well as two trips for communities where there is no road access 50% of the year.***

***This proposal introduces a benefit which was negotiated out of the collective agreement by the parties in the mid 1990's. Vacation Travel Assistance (VTA) and Settlement Allowance were replaced with the Northern Allowance through collective bargaining.***

***We want to focus on moving our collective agreement forward and focusing on the future, rather than moving back to benefits that no longer exist in the collective agreement.***

NEW ARTICLE  
STAFFING

**The union will propose an internal hiring process, whereby term and relief employees will be given first priority to vacant positions.**

***The GNWT is not prepared to put into place an internal hiring policy that gives priority to term and relief employees. This is inconsistent with the Affirmative Action Policy which focuses on trying to achieve a representative public service.***

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NEW APPENDIX

PROFESSIONAL DEVELOPMENT FUND FOR EMPLOYEES

The union will propose a professional development fund that can be accessed by all employees.

The fund, which will be universally accessible shall be in place to cover the costs of post secondary schooling which are not in the employee's job description, but will enhance employee's ability to perform their duties as an employee of the GNWT. The fund will be available for registration fees, course costs including postage for correspondence, travel costs to and from the post secondary location, including accommodations, taxis and flights.

***Estimated Cost: Unable to cost. The UNW has not provided any detail with respect to how the fund would be paid for or distributed.***

***The fund appears to be for areas not covered by an employee's job description, so it would be in addition to the funding currently spent on training and development related to the employee's job.***

***Support for education leave and short-term leave for training purposes is already provided in the collective agreement. We have proposals on those articles. We prefer our proposals.***

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APPENDIX A1  
RELIEF EMPLOYEES

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 except Clause 17.08

- 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)

**A1.08 Relief employees shall be compensated at the applicable overtime rate for work performed in excess of 37.5 or 40 hours per week depending on their position. Hours of work shall be calculated per employee not position.**

**A1.09 When the Employer determines a position is filled by a term (over 21 days) rather than using Relief Employees to fill in, these “terms” shall be allocated to relief workers on an equitable basis within the same facility.**

*Estimated Cost: Unable to cost.*

*The UNW’s proposal in 17.09 includes increased compensation for designated paid holidays. The proposal in A1 appears to have designated paid holidays added in as applying to relief workers.*

*New overtime provisions above would mean relief workers would earn overtime for hours that indeterminate and term employees work at straight time.*

*The intent of the final paragraph is not clear, we require further explanation in order to consider this proposal.*

*We also have a proposal on relief workers. We prefer our proposal.*

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## 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.~~

- A2.09 (a) The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a **thirty (30)** ~~ten (10)~~ day training program consisting of classroom and on-the-job training **and fourteen (14) additional days of mentoring under a Corrections Officer** before being required to function independently as a Corrections Officer.
- (b) ~~Except in the case of emergencies, casual employees will work under the supervision of a Corrections Officer II for at least two (2) days and no casual employee shall be required to work more than five (5) shifts without receiving two (2) days training with the staff training officer.~~

***Estimated Cost: Unable to cost***

***We agree with the proposed deletion of limitations around shift exchanges.***

***The Department of Justice has implemented a training program to ensure that all employees have training that allows them to safely work in a correctional facility.***

***This new program is offered several times a year and lasts approximately 4 weeks. It includes security training, safety training (WHMIS, Occupational Health and Safety) and non violent crisis intervention. This training program also includes mentoring.***

***Given the nature of this training program, we do not want to expand the training provisions currently in the collective agreement. We propose to renew the existing training language.***

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APPENDIX A10

HEALTH CARE PRACTITIONERS WORKERS

A10.A

LAUNDRY POLICY

Special wearing apparel required by the Employer to be worn by employees while on duty will be provided and laundered by the Employer free of charge to the employee. It being understood that such special apparel shall remain the property of the Employer.

Uniforms and clothing purchased by the employee will not be laundered by the Employer. However, each employee who is required to wear a uniform shall be paid an allowance of **thirty five dollars (\$35.00)** ~~twenty five dollars (\$25.00)~~ per month to assist in the purchase and cleaning of the uniforms.

***Estimated Cost: \$40,000 for uniform cleaning (referenced previously)***

*We believe the existing rates are appropriate.*

*We propose to renew existing language.*

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A10.B8. SPECIAL CLINICAL PREPARATION

(1) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional **eighty (\$80)** ~~forty (\$40)~~ dollars per month if he/she has utilized the course within four (4) years prior to employment.

(2) An employee may not qualify for more than one payment under categories in the following Clauses (3), (4), and (5).

(3) CHA/CNA COURSES

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid an additional **fifty dollars (\$50)** ~~twenty-five dollars (\$25.00)~~ per month.

(4) UNIVERSITY PREPARATION

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head and is employed in a capacity utilizing this course will receive an additional **\$100** ~~\$50~~ per month.

(5) An indeterminate, term or part-time employee who has received a baccalaureate ~~or higher~~ degree approved by the Deputy Head will receive an additional **\$200** ~~\$100~~ per month.

(6) **An indeterminate, term or part-time employee who has received a Masters degree approved by the Deputy Head will receive an additional \$250 per month.**

(7) **An indeterminate, term or part-time employee who has received a Doctorate approved by the Deputy Head will receive an additional \$300 per month.**

***Estimated Cost: \$100,000 per year***

*This is an equity issue. No other group gets additional compensation for post secondary education. We do not want to increase the disparity by increasing the amount. Education is currently taken into account by the job evaluation through its valuing of skill.*

*We propose to renew the existing language.*

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## APPENDIX B

### PAY SCHEDULES

All employees, ~~except casuals and relief employees,~~ shall take five days mandatory leave ~~with without~~ pay each fiscal year. Where the Employer is able to shut down its operations, this leave will be taken between December 19<sup>th</sup> and January 5<sup>th</sup> on days set by the Employer. Where the Employer is unable to shut down its operations, the leave will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.

**In the event that the employee is unable to take the leave prior to their employment terminating, these days shall be paid out upon the termination of their employment.**

Employees cannot be granted leave with pay or lieu time on the five mandatory leave days in which the operations are shut down by the Employer or which are scheduled in advance by the Employer and the employee.

~~Employees will have 1.92% deducted from their bi-weekly pay cheque. This amount will be used to annualize the cost of the leave on employees' pay and will only be paid to employees over the period of leave.~~

Effective April 1, 2008:

- ~~• All employees, except casuals and relief employees, shall take four days mandatory leave without pay and one day mandatory leave with pay each fiscal year. Where the Employer is able to shut down its operations, this leave will be taken between December 19<sup>th</sup> and January 5<sup>th</sup> on days set by the Employer. Where the Employer is unable to shut down its operations, the leave will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.~~
- ~~• Employees cannot be granted leave with pay or lieu time on the four mandatory leave without pay days in which the operations are shut down by the Employer or which are scheduled in advance by the Employer and the employee.~~

- ~~• Employees will have 1.535% deducted from their bi-weekly pay cheque. This amount will be used to annualize the cost of the leave on employees' pay and will only be paid to employees over the period of leave.~~

***Estimated Cost: Change 4 days of Mandatory Leave Without Pay to Mandatory Leave with Pay = \$3.9 million per year***

***Impact of payout of days - unable to cost. Depends on when an employee leaves the GNWT.***

***We are unable to consider this proposal until we have a more definitive proposal from the UNW with respect to economic increases.***

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APPENDIX B  
PAY SCHEDULES

**The union reserves the right to introduce a pay proposal on economic increases.**

***We are unable to consider this proposal until we have a more definitive proposal from the UNW with respect to economic increases.***

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NEW APPENDIX  
TERM EMPLOYEES

AX.01 The Employer shall hire term employees for a period not to exceed twenty-four (24) months of continuous employment in any particular department, board or agency.

Where the term position exceeds twenty-four (24) months, the employee shall be appointed to an indeterminate position.

AX.02 Term Employees shall be entitled to all the provisions of this Collective Agreement.

AX.03 The Employer shall ensure that a series of term employees will not be employed in lieu of establishing an indeterminate position or filling a vacant position.

AX.04 In those instances where a term position ends 3 weeks prior to the Mandatory Leave Days, the term employee shall be eligible to be paid for these days, or terms shall be eligible for Mandatory Leave Days in the same manner as those employees working in facilities that cannot be shut down.

- AX.05 If a term is to be extended beyond its initial inception, or upon a 2<sup>nd</sup> or subsequent extension, the Employer shall consult with the Union.
- AX.06 Term Employees will be allowed, at their option, to use any unused annual leave, lieu time, and mandatory leave days at the end of their term to extend their employment.
- AX.07 Delete Article 32.04 and replace with. "In the case of a term employee, who is laid off they shall receive pay equal to the remainder of the term."
- AX.08 The Employer agrees to put the following on all job ads for term positions. "Eligibility lists will be used. If this position is later converted to an indeterminate position, only those who have applied will be considered on the eligibility list."
- AX.09 Term Employees shall be entitled to Maternity and Parental Leave allowances. The Employer will either be obligated to provide work sufficient to pay back the allowance or forgive repayment of the allowance if they are unable to provide work.

***Estimated Cost: Unable to cost***

***These proposals are inconsistent with the definition of term employees found in Article 2.01 (m)(vii).***

***We are not prepared to consider giving term employees priority over other employees or non-employees. This is contrary to the Affirmative Action Policy and our goal of achieving a representative workforce.***

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## NEW APPENDIX

### MARINE WORKERS

The union will propose to introduce a new appendix that is applicable to marine workers, who work on the ferries. This appendix will include the following elements:

- A definition of marine workers
- A shift schedule for deck crew, which follows a pattern of 28 consecutive days at work and 14 consecutive days of rest
- Provisions to ensure that a marine worker is paid at overtime rates when s/he is given less than 8 hours of rest between shifts
- Entitlement to per diems whenever a marine worker is required to sleep away from their place of residence and is not provided with meals by the employer.
- A detailed list of employer-issued clothing to be given to each marine worker

***Estimated Cost:                      Unable to cost***

***We have a proposal on marine workers. We prefer our proposal.***

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NEW APPENDIX  
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, 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.

***Estimated Cost:                      \$55,000 per year***

***If UNW members approve this deduction coming off their pay we would support it.***