

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

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)  
AND  
THE UNION OF NORTHERN WORKERS (UNW)

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The parties agree that where the Employer reduces the hours of work of an occupied position, the employee shall be laid off in accordance with the lay-off provisions under Article 33 of the Collective Agreement. The employee may agree to accept the reduction in hours of work at any time during the three month notice period as set out in Article 33.02(a). Where the employee agrees to accept the reduction in hours of work the employee ceases to be on lay-off status and the reduction in hours of work shall take place no earlier than the end of the three month lay-off notice period.

JOB SHARE  
MEMORANDUM OF AGREEMENT

**Employees in Health and Social Services Authorities**

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two **or more** employees of a **Health and Social Services Authority in the Public Service** by which two **or more** employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.
2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.
3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.
4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

**PARTIALLY FILLED JOB SHARE POSITIONS**

1. **Where an employee wishes to enter into a job share arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a ‘job share employee extended’ employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.**
2. **While the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position, the Employer may place casual employees or transferred employees to fill the remaining portion of the position.**
3. **If, at the conclusion of one year of employment in a job share position, no other employee or candidate has been identified or agreed to share the position, the job share arrangement will terminate. The shared position will revert to a full-time indeterminate position, and in the case of an indeterminate employee, the employee will have the option to assume that position full time. In the case of an employee employed on a term basis for more than one year, the employee will have the option to assume that position full time until the end of the period of term employment.**

4. **The partially filled job share arrangement may be extended beyond one year, only with the approval of the Union. The Employer will ensure that a series of one-year term employees are not employed in lieu of filling the remaining portion of a job share position.**

### COLLECTIVE AGREEMENT

#### 2. DEFINITIONS

- (a) "Job Share Employee Extended": An indeterminate **or term** employee who has entered into a voluntary arrangement in which two **or more** employees share one full-time job in such a manner that each attends in the position for separate extended periods of time of **six weeks** or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
- (b) "Job Share Employee Part-time": An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.
- (c) The breaks between each period of job share service shall not interrupt the accumulation of "Continuous Employment" and "Continuous Service" with the Government of the Northwest Territories however shall not be included in the calculation of "Continuous Employment" and "Continuous Service".

#### 18. VACATION LEAVE - **DELETE EFFECTIVE April 1, 2011**

- (a) In lieu of vacation leave a "job share employee extended" shall be entitled to vacation pay at 6%, 8%, 10% or 12% of his/her earnings in accordance with accumulated length of service every pay period.
- (b) A job share employee part-time shall earn vacation leave in accordance with hours worked.

#### 42/43 INCOMING AND ULTIMATE REMOVAL ASSISTANCE

Job share employees shall be entitled to Articles 42 and 43 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

- (a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of **two hundred and twenty five (225) kilograms** of luggage for the employee and each dependant will be provided for each rotation.
- (b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

#### TERMINATION:

If an employee is unable to report to duty for his/her rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one month.

The Employer shall find a replacement for the remainder of the rotation.

If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full-time.

An employee who wishes to terminate participation must give one (1) month notice of resignation from the Public Service.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS

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Employee Travel Accident Insurance

All persons employed in the Public Service of the Northwest Territories are eligible to receive this benefit.

The Government of the Northwest Territories provides as an employee benefit Travel Accident Insurance, which insures employees against accidents, which may occur while the employee, is traveling "on the business of the insured".

The term "on the business of the insured" means any trip on assignment by or with the authorization of the Employer for the purpose of furthering the business of the Employer. At no cost to the employees this policy provides:

1. Accidental Death and Dismemberment
  - \$200,000.00 Principal Sum
  
2. Weekly Indemnity
  - The lesser of:
    - (a) \$250.00; or
    - (b) 70% of the employee's normal weekly earnings, or
    - (c) 100% of the employee's normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the Workers' Compensation **and Safety Commission**, or any other government agency in respect of the employee's disability. In no case shall the weekly income benefit be less than \$100.00.
  
3. Medical Expense
  - \$10,000.00 maximum

The following schedule sets out the benefits for loss occurring within 365 days from the date of an accident, and resulting directly and independently of all other causes from accidental bodily injuries sustained by an employee:

Proportion of Principal  
Sum Payable by Insured

For Loss Of Life	100 percent
For total and permanent loss of Hearing in both ears or speech	66 2/3 percent
Hearing in one ear	16 2/3 percent
For permanent loss or total permanent loss of use of	
Both hands at or above wrists	100 percent
Both feet at or above ankles	100 percent
One hand at or above wrist and one foot at or above ankle	100 percent
Entire sight of both eyes	100 percent
One hand at or above wrist and entire sight of one eye	100 percent
One foot at or above ankle and entire sight of one eye	100 percent
One arm at or above elbow	75 percent
One leg at or above knee	75 percent
Either hand at or above wrist	66 2/3 percent
Either foot at or above ankle	66 2/3 percent
Thumb and index finger of either hand at or above metacarpo-phalangeal joints	33 1/3 percent

If the employee should sustain more than one of the losses described above as the result of any one accident, the Insurer will pay the amount stated for each such loss up to but not exceeding in aggregate the amount referred to in the Schedule as the Principal Sum Benefit.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Government of the Northwest Territories or by any insurance plan or scheme in which the Government participates with the employees.

MEMORANDUM OF UNDERSTANDING  
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AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES

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

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

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

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In agreeing to delete or alter certain provisions of the Collective Agreement, the parties agree that Article 14.06 and the Memorandum of Understanding entitled "Exclusions from the Bargaining Unit U.N.W." were rendered null and void and definitions 2.01(d) and 2.01 (o)(v) to (xi) were altered by the recent amendments to the *Public Service Act*.

The parties agree that within six (6) months of the signing of this Collective Agreement, they will meet in the same manner as if Article 5.02 continued to apply to the facts outlined in the first sentence and:

- (i) negotiate appropriate substitutes;
- (ii) work out an arrangement for monitoring exclusions to ensure that the exclusion provisions under the *Public Service Act* are applied in a reasonable manner.

MEMORANDUM OF AGREEMENT  
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THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
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The parties agree that the Hay Job Evaluation guide charts when used in conjunction with benchmark positions either set out in the Job Evaluation Manual or to be included therein, must be such as to provide for gender neutral job evaluations. The parties also agree that the job evaluation appeal process under Article 36 of the Collective Agreement has been devised to provide a joint and independent process for ensuring that each individual job evaluation result is gender-neutral.

Therefore, the parties agree to the following process:

- (1) The Deputy Head shall, at the end of each month, refer all appeals that have been received in the applicable month to a Job Evaluation Appeal Board under Article 36.04(1).
- (2) The Job Evaluation Appeal Board shall group positions under appeal that may be the same or similar and select one or a small sample of positions to determine whether the evaluations are proper. If a unanimous evaluation decision is not reached, the selected position(s) shall be referred to the Job Evaluation Review Board for a majority evaluation decision.
- (3) The Deputy Head shall implement the evaluation decision in (2) above for the selected position(s). The Deputy Head shall also forward the evaluation decision from (2) above along with all the other positions under appeal in (2) above to the appropriate Departmental Job Evaluation Committee. The Departmental Job Evaluation Committee shall examine the evaluations for all the other positions under appeal taking into account the evaluation decision in 2 above. The Job Evaluation Committee shall also examine the evaluations for other positions that might be impacted by the evaluation decision in (2) above. The Job Evaluation Committee shall forward the results of its examination of the job evaluations for the other positions under appeal and other impacted positions to the applicable immediate supervisor.

- (4) The Immediate Supervisor or a representative of management who is knowledgeable in the Job Evaluation System shall discuss the evaluation results from (3) above with the employee. The employee has the right to accept the results, or, in the case of a position already under appeal, ask that the appeal be pursued under Article 36.04 and, in the case of an impacted position, appeal the evaluation decision. If accepted, the results will be implemented in the same manner as the decision(s) in (2) above were implemented. If the results are not accepted, the original appeal or a new appeal as applicable will be decided under Article 36.04.

The parties further agree to compile and update an addendum to the Job Evaluation Manual that contains all the decisions with respect to job evaluation appeals. The addendum shall contain the job description, organization chart, the job evaluation string results and rationale for each appeal decision. The addendum shall become an additional tool to assist the Departmental Job Evaluation Committees with the evaluation of positions and the Job Evaluation Appeal and Review Boards in deciding future appeals under Article 36.04.

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BETWEEN  
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AND  
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Where the Employer identifies the need to pay a Labour Market Supplement to deal with recruitment and retention problems resulting from unusual labour market shortages, the Employer will continue the past practice of meeting with the Union to negotiate the terms of the Labour Market Supplement.

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

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The Employer and the Union agree that some provisions in the following Bridging Agreements may continue to apply to employees who transferred from the Federal Government under the terms of the applicable Bridging Agreement.

Baffin Transfer – Phase 1	October	8, 1982
Baffin Transfer – Phase 2	December	16, 1986
Federal Government Employees of Health and Welfare Canada	January	28, 1988
Arctic Airports B & C	February	12, 1990
Arctic Airports A	April	11, 1995
Human Resource Development Canada	December	17, 1997

The Employer agrees to provide affected employees with a replacement copy of the applicable Bridging Agreement upon request.

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THE UNION OF NORTHERN WORKERS

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The parties agree that for the term of this Collective Agreement this Memorandum will apply, on a trial basis, to trainees employed by the Employer.

1. The provisions of this Memorandum shall apply to trainees supported by the Public Service Career Training Program and trainees with a comprehensive training plan.
2. Comprehensive training plans must include:
  - Specific identified learning objectives;
  - Learning activities appropriate for the development of identified learning objectives;
  - A time frame for the development of the specified learning objectives; and
  - Evaluation to substantiate successful accomplishment of the specific learning objectives.
3. Trainees' rates of pay will be based on a percentage of step one of the appropriate pay rate as follows:

Three Year Training Program

Year 1	70%
Year 2	75%
Year 3	80%

Two Year Training Program

Year 1	75%
Year 2	80%

One year Training Program

Year 1      80%

4. The Union shall approve all training plans, and their approval shall not be unreasonably withheld.

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

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

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

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

**AURORA COLLEGE EDUCATORS**

The parties agree that the provisions of Article A9.01 shall take effect upon ratification of this collective agreement and remain in effect until ratification of the collective agreement which replaces the 2009 – 2012 collective agreement. Upon ratification of the collective agreement which replaces the 2009 – 2012 collective agreement, this Memorandum shall expire.

The GNWT and the UNW agree, as part of the negotiations to replace the 2009 – 2012 collective agreement, to negotiate the provisions of Article A9.01. If the parties are unable to reach an agreement on Article A9.01, the provisions of Article A9.01 and A6 contained in the 2005-2009 collective agreement, and included below, shall apply in the collective agreement which replaces the 2009 – 2012 collective agreement.

The GNWT and the UNW shall create a committee comprised of three College Educators, one from each College campus, and three representatives designated by the College to meet at least two times each academic year to review the application of the new language in Article A9.01. The College would provide for the travel and accommodation costs incurred by the College Educators to attend these meetings.

**APPENDIX A9  
COLLEGE EDUCATORS**

A9.01(a)(d)(e), and A9.02 to A9.14 inclusive, "instructor" includes adult educator.

- A9.01(a) The College instructional year will be two hundred (200) working days for each instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.
- (b) Class contact hours for instructors shall not exceed 900 hours in any instructional year. Contact hours beyond 450 hours in either half of the year shall be on a voluntary basis and paid in accordance with A9.01(c). One contact hour shall be one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.

- (c) Instructors who are required by the Employer to work in excess of the instructional year or in excess of or outside of A9.01(a) or (b) shall receive overtime at one and one-half times his/her straight time rate.
- (d) Annual salary is calculated on the basis of an instructor working 200 days per instructional year.
- (e) The instructor shall have a minimum of one week without class contact between courses.
- (f) An instructor's vacation leave taken between the end of that instructor's instructional year and the start of the instructor's next instructional year shall not be counted as working days for that instructor.

#### APPENDIX A6

##### A6.06 Pay Rates for Adult Educators in Training:

- (a) Three Year Training Program
  - Year One: 75% of Basic Adult Educator Salary
  - Year Two: 80% of Basic Adult Educator Salary
  - Year Three: 85% of Basic Adult Educator Salary
- (b) Two Year Training Program
  - Year One: 80% of Basic Adult Educator Salary
  - Year Two: 85% of Basic Adult Educator Salary