

GOVERNMENT OF THE NORTHWEST TERRITORIES

RESPONSE

COLLECTIVE BARGAINING

With

THE UNION OF NORTHERN WORKERS

On September 27, 2016 the UNW provided a monetary proposal outlining their position on all but one of the outstanding monetary issues. This is the GNWT's response to all outstanding proposals.

The GNWT identified at the start of collective bargaining that it faces a range of significant economic challenges that will continue to impact the GNWT in coming years. The fiscal realities that face the GNWT remain unchanged.

The GNWT's fiscal reality is such that we are unable to provide any form of monetary increases in the first two years of the new Collective Agreement. The GNWT proposes a four year collective agreement with modest salary increases in the third and fourth years.

The vast majority of the remaining UNW proposals are monetary. The GNWT has calculated the costs of the UNW monetary proposals that were included in its May 10th proposal. These monetary proposals would result in an estimated increased cost of \$18 million dollars for the 2016/2017 fiscal year.

The costs associated with the UNW September 27 monetary proposal, which added wage increases of 3% per year for the next three years and a new fuel and utilities allowance, would result in an additional estimated increase of \$11.8 million dollars for the 2016/2017 fiscal year. The total estimated cost of all UNW monetary proposals is now \$29.8 million dollars for the 2016/2017 fiscal year.

2.01 (m)(v) Relief Definition

The GNWT maintains its proposal:

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

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

This proposal will allow the use of relief workers in all operations, rather than just those that operate continuously throughout the year.

One of the concerns raised by the UNW is that by agreeing to the GNWT proposals on relief workers, full time employees would be replaced by relief workers. This is not the case.

When the GNWT and the UNW agreed to create the category of relief worker in the Collective Agreement, hundreds of former casual employees were converted to indeterminate relief workers. With this conversion casual employees became eligible for a

range of new benefits including health care, dental, medical travel, maternity and parental leave. They can apply for education leave. In addition, the current Collective Agreement includes a provision that specifically states that “The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.”.

The GNWT remains committed to addressing concerns the UNW has raised with respect to the information contained in the monthly reports on relief employees that the GNWT provides to the UNW.

18.01 Vacation Leave

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

19.01 (1) Special Leave

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

19.02 (1) (a) Special Leave

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

19.05 (new) Special Leave – 5 days to use at an employee’s discretion

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

21.04 Compassionate Care

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

27.01 Shift Premiums

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

27.02 Weekend Premiums

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

33 Layoff

Renew current language.

The existing Collective Agreement between the UNW and the GNWT already contains extensive provisions related to workforce adjustment that have been agreed to by the parties. This is the process that we have used in the past with previous workforce changes, whether they were arising out of amalgamations, the creation of new Departments or reductions.

Whenever there are workforce reductions, the GNWT will continue to follow established guidelines laid out in the Staff Retention Policy and the negotiated provisions of the Collective Agreement.

Once a decision is made to lay off an employee, the current process in the GNWT is as follows:

Staff Retention Policy Process (8 weeks)

- The Employer meets with the employee (and the UNW if the employee requests) and provides the Employee with affected notice. This written notification identifies that in 8 weeks the employee may be subject to layoff or voluntary separation (affected notice period).
- During this 8 week period the employee remains at work with full pay and benefits.
- The Employer works with each employee to:
 - Identify vacant positions and retraining opportunities within the department, board, or agency and elsewhere in the public service;
 - Identify whether the employee is prepared to participate in retraining programs;
 - Identify whether the employee is eligible to retire with an unreduced pension – the employee is advised that they may retire at any point until the date of layoff; and
 - Identify any transfer Assignment or secondment opportunities that may be available;
 - During this 8 week period – any employee who has been provided with an affected notice is placed on a priority hiring list – vacant positions are first sent to employees who meet the qualifications for the position or can be retrained within one year, who have received their affected notice asking these employees to identify if they are interested in the position. If there are interested employees, a selection process is run for each vacancy where only interested employees who meet the qualifications or can be retrained within one year who have received their affected notice are considered.

Notification of Layoff

- If at the end of the 8 week affected period the employee has not found a new job within the GNWT, the provisions of the collective agreement are engaged.
- The Employer meets with the employee and provides the formal 3 months' notice during which time all pay and benefits continue pursuant to Article 33.02 (a). The employee receives 24 hours' notice of the meeting and may bring UNW representation with them - Article 33.03.
- At this meeting the Employee is advised of their options under the collective agreement Article 32, including:
 - **Separation Assistance – Article 32.02 (a)**
 - Severance pay to a maximum of 65 weeks of pay based on years of continuous employment
 - **Severance Priority – Article 32.02 (b)**
 - Severance pay to a maximum of 28 weeks of pay based on years of continuous employment plus
 - Priority staff for 18 months from the date of layoff
 - **Retraining – Article 32.02 (c)**
 - Employees with three years or more of continuous service may be retrained for a specific or anticipated vacancy if the training can be completed in 12 months
 - During the period of training the employee continues to receive their current pay and costs associated with the training
 - **Education Assistance – Article 32.02 (d)**
 - Employees with three years or more of continuous service and the study area relates to positions within the GNWT
 - During the period of training the employee receives 80% their current pay for a period of up to twelve months
 - Employees need to be accepted into an educational program
- During this period the Employer makes every attempt to provide a job offer to the employee that is within the community where the employee's position is located, including appointment to positions where employees have applied for voluntary separation – Article 33.02 (d)
- Vacant positions are first sent to employees who have received their layoff notice during the 3 month notice period who meet the qualifications for the position or can be retrained within one year asking these employees to identify if they are interested in the position. If there are interested employees, a selection process is run for each

vacancy where only interested employees who have received their affected notice are considered.

- This staffing process continues for another 18 months after the 3 month notice period if the employee opts for Severance Priority
- If the employee accepts a lower level position the employee continues to receive their current salary for a period of one year

35 Employee Performance Review and Employee Files

Renew current language.

The GNWT in its opening proposal wanted to discuss the current provisions of Article 35.01 in light of ePerformance. After a number of discussions the UNW said it would agree with the GNWT proposals only if the GNWT agreed to the UNW's Letter of Understanding which has both monetary implications and significantly alters the performance evaluation process. In response, the GNWT withdrew its proposals on Article 35.

In the UNW May 11th proposal it attempts to introduce its previous position on Article 35, suggesting that the introduction of a new performance management system is a change that allows the UNW to propose new proposals in response to the change.

ePerformance is not a change at the workplace level. The GNWT advised the UNW of the introduction of ePerformance at Senior Joint Consultation on March 28, 2014. A further update was provided to the UNW at Senior Joint Consultation on February 6, 2015.

The GNWT does not agree that the UNW can table this new proposal at this time.

37 Arbitration

37.20 (1) The parties agree that arbitration referred to in Clause 37.19 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:

(a) Main Arbitrators:

Thomas Jolliffe
~~Allan Hope~~
John Moreau
Allen Ponak
Irene Holden
Andrew Sims

(b) Supplementary Arbitrators:

~~Judi Korbin~~
~~Gwen Randall~~
~~Allen Ponak~~
David Tettensor
Robert Blasina
~~Adrian Wright~~
Janet Alexander-Smith
~~Irene Holden~~

The UNW has raised that the list of Arbitrators in the Collective Agreement is not up to date.

The GNWT proposes what it understands to reflect the current agreement between the UNW and GNWT regarding Arbitrators.

38.01 Contracting Out

Renew current language.

In addition to the monetary component of this proposal, the GNWT must retain the ability to contract out. In 2009 the Auditor General review of the GNWT's contracting policy said the following:

"The Government of the Northwest Territories (GNWT) frequently contracts with private sector individuals and organizations that can provide it with expertise or economies of scale it would otherwise not have access to. Using contracts helps the government deliver its programs and services effectively and efficiently to meet its objectives."

41 Northern Allowance

Renew current language.

42 Ultimate Removal

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has

put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

43.01 Relocation

GNWT maintains its proposal.

- (a) The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) Employees must sign an agreement that he/she will remain in the Employer's employ for a period of at least one (1) year in order to receive relocation expenses on initial appointment.**
- (c) Should the employee not fulfil the service commitment in accordance with the provisions of Clause 43.01 (b) except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article.**
- (d) Employees shall be compensated for travel at regular salary and at duty travel rates for the time in transit, to a maximum of three (3) days.

In a number of cases employees have been moved to the NWT by the GNWT, only to resign a short time after either returning to their original place of hire or accepting employment outside of the GNWT. We are proposing that if we pay for relocation costs on initial appointment, then the individual will agree to a one year service commitment.

46.08 Uniform Allowance

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

47.05 Education Leave

GNWT maintains its proposal.

(h) Successful applicants will be required to sign and abide by the terms and conditions of the Leave of Absence Agreement with the Employer.

(i) Employees must return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave.

(j) Should the employee not fulfil the service commitment in accordance with the provisions of Clause 47.05 (i) except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article. The employee's indebtedness shall be reduced on a prorated basis.

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

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

Employees whose applications for Education Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT proposes language that requires an employee on Education Leave to agree to return to work with the GNWT whether or not he/she has successfully completed the approved course of study on the basis of one calendar year for each academic year received.

48.01, 48.02 & 48.03 Education Leave (UNW proposals)

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

48.02 (b) Education Leave (GNWT proposal)

The GNWT maintains its proposal

(b) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave. **Should the employee not fulfil the service commitment, except by reason of death,**

disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article. The employee's indebtedness shall be reduced on a prorated basis.

Employees whose applications for Education Leave are successful sign and abide by the terms and conditions of the Leave of Absence Agreement with the GNWT. The GNWT proposes language that requires an employee on Education Leave to agree to return to work with the GNWT whether or not he/she has successfully completed the approved course of study on the basis of one calendar year for each academic year received.

59.01 Duration and Renewal

The term of this Agreement shall be four (4) years, from April 1, 2016 to March 31, 2020.

The pay schedules contained in Appendix B shall be effective April 1, 2016. All other provisions of this Agreement shall take effect on the date of ratification, unless another date is expressly stated.

New Article Fuel and Utilities Allowance

The GNWT cannot agree with the UNW proposal.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

Additionally, this proposal may create legal challenges for the parties given Section 41 (7).

A1.01 Relief Employees

GNWT maintains its proposal.

The Employer shall hire relief employees into positions for which there are no established hours on a daily, weekly or monthly basis and **who** may be required to report to work on an as-and-when required basis ~~for facilities where services operate on a daily basis throughout the entire year.~~

This proposal will allow the use of relief workers in all operations, rather than just those that operate continuously throughout the year.

One of the concerns raised by the UNW is that by agreeing to the GNWT proposals on relief workers, full time employees would be replaced by relief workers. This is not the case.

When the GNWT and the UNW agreed to create the category of relief worker in the Collective Agreement, hundreds of former casual employees were converted to indeterminate relief workers. With this conversion casual employees became eligible for a range of new benefits including health care, dental, medical travel, maternity and parental leave. They can apply for education leave. In addition, the current Collective Agreement includes a provision that specifically states that “The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.”

The GNWT remains committed to addressing concerns the UNW has raised with respect to the information contained in the monthly reports on relief employees that the GNWT provides to the UNW.

A1.10 Relief Employees

GNWT maintains its proposal

Relief employees shall earn sixteen percent (16%) of base salary as supplementary compensation in lieu of earning vacation, sick leave, special leave and mandatory leave. This amount shall be ~~liquidated in the month of May or upon three weeks written notice by the employee~~ **paid bi-weekly**.

This change removes “liquidated in the month of May or upon three weeks written notice by the employee”. A number of relief employees have requested that their 16% be paid out bi-weekly. When paid out in May, this amount is taxed at a higher rate than would be the case if it was paid out bi-weekly. To make administration simpler we want to have one process for the payouts and are proposing moving to bi-weekly payouts.

A2.04 Correctional Officers

Renew current language.

This is a monetary proposal. Given the GNWT’s financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

A4 Term Employees

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

A6 Social Justice Fund

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

A9.03 (1), A9.04 (2) (a), A9.04 (2) (c), A9.04(2)(d) College Educators

Renew current language.

These are monetary proposals. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

A10 Health Care Practitioners –PDI

Renew current language.

This is a monetary proposal. Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement. In the third and fourth years of the new Collective Agreement the GNWT has put its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally.

Appendix B

Given the GNWT's financial situation the GNWT is unable to provide any form of monetary increases in the first two years of the new Collective Agreement.

The GNWT suggests putting its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equally in the third and fourth years of the new Collective Agreement.

Effective April 1, 2018 increase pay line by 1%

Effective April 1, 2019 increase pay line by 1%

New Memorandum of Understanding – ePerformance

The GNWT cannot agree with the UNW proposal

The GNWT in its opening proposal wanted to discuss the current provisions of Article 35.01 in light of ePerformance. After a number of discussions the UNW said it would agree with the GNWT proposals only if the GNWT agreed to the UNW's Letter of Understanding which has both monetary implications and significantly alters the performance evaluation process. In response, the GNWT withdrew its proposals on Article 35.

In the UNW May 11th proposal it attempts to introduce its previous position on Article 35, suggesting that the introduction of a new performance management system is a change that allows the UNW to propose new proposals in response to the change.

ePerformance is not a change at the workplace level. The GNWT advised the UNW of the introduction of ePerformance at Senior Joint Consultation on March 28, 2014. A further update was provided to the UNW at Senior Joint Consultation on February 6, 2015.

The GNWT does not agree that the UNW can table this new proposal at this time.

New Memorandum of Understanding – Mental Health

The GNWT maintains its proposal

The GNWT identified in its opening proposal its willingness to enter into a memorandum of understanding where the UNW and GNWT work together to identify and implement practices that support and promote mental health.

The GNWT proposal relies on the expertise of the committee established under the Memorandum of Understanding to lead this initiative and develop a workplan to promote psychological healthy and safe workplaces. The GNWT's proposal is not prescriptive we leave it to the committee to develop an approach that fits the Northern realities.

The UNW proposal has the potential for significant monetary consequences.

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

Mental Health

1. The Government of the Northwest Territories and the Union of Northern Workers recognize that the Northwest Territories, with its many and diverse cultures, has a distinct work environment which brings with it unique challenges related to mental health in the workplace. The multi-generational trauma arising out of the Residential School experience has had a lasting impact on the mental health and well-being of many of our employees; not only for the residential school survivors themselves, but their spouses, children, and families.
2. The Union and the GNWT recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The Union and the GNWT have the common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation.
3. The GNWT and the Union shall:
 - (a) Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
 - (b) **Jointly** establish key objectives toward continual improvement of psychological health and safety in the workplace;
 - (c) Lead and influence workplace culture in a positive way;
 - (d) Engage employees to:
 - a. Be aware of the importance of psychological health and safety;
 - b. Be aware of implications of tolerating psychological health and safety hazards; and
 - c. Identify workplace needs regarding psychological health and safety
4. The GNWT shall ensure its senior managers:
 - a. Support and reinforce front-line management in the promotion of a psychologically healthy and safe workplaces; and
 - b. Ensure that psychological health and safety forms part of organizational decision making processes.
5. The Union shall ensure its officials:

- a. Support and reinforce the promotion of a psychologically healthy and safe workplace; and
 - b. Ensure that psychological health and safety forms part of organizational decision making processes.
6. **The parties agree that within 30 days of the ratification of the Collective Agreement effective April 1, 2016 a Committee comprised of three representatives selected by each party will be formed.**
7. **The Committee and its representatives are encouraged to develop a workplan to promote psychologically healthy and safe workplaces.**
8. **The responsibilities of the Committee include but may not be limited to;**
 - a. **Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;**
 - b. **Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;**
 - c. **Considering the unique challenges and barriers that impact mental health and mental health service delivery to employees of the GNWT, including a vast geographic area, small remote communities, diverse cultures and the impact of the Residential School experience on survivors, their families and communities; and**
 - d. **Reviewing practices from other jurisdiction and employers that might be instructive for the GNWT.**