

Government of the Northwest Territories

Package Proposal

for

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

GNWT Package Proposal

Fiscal Update

When bargaining between the GNWT and the UNW commenced in January 2016, the GNWT advised that it faces a range of significant economic challenges that will continue to impact the GNWT in the coming years. There have been a number of changes in the Northwest Territories' economy since the start of collective bargaining and yet both the overall economy and the GNWT's fiscal situation remain basically the same.

The GNWT must continue to carefully manage the growth in the operating and maintenance budget to ensure that it does not exceed growth in total revenues. The multi-year plan to return the GNWT to fiscal sustainability is in progress. The last two GNWT budgets made substantial headway on this front, but there is more to be done.

Forecast total revenue growth continues to be modest because of low growth in Territorial Formula Financing, which comprises almost 70 per cent of the GNWT's total revenues. While the GNWT was successful in partially restoring the \$33 million lost on the 2016-17 and on-going Territorial Formula Financing Grant entitlements, provincial government spending, the main variable dictating growth in the Grant, remains largely conservative and as a result, Territorial Formula Financing growth is expected to remain muted. The GNWT has found new revenue sources, such as increased Yellowknife airport revenues, but remains limited in its fiscal ability to raise significant additional revenues.

The economic outlook for the Northwest Territories continues to be mixed. Outside government, the economy continues to rely on the resource sector, especially for high-quality jobs. Continued low oil prices and because of its status as a high-cost frontier jurisdiction, the Northwest Territories will not experience meaningful growth activity in oil and gas activity in the medium term, as shown by work bids that were returned in December 2016. Further, while the opening of the Gahcho Kue diamond mine will increase the size of the Northwest Territories economy in 2017, expenditures on mineral exploration are falling which is negative news for the discovery of the next generation of the Northwest Territories' mines.

While the existing mines are major contributors to the Northwest Territories' economy, they will not last forever, and indeed the next mine closure may come as early as seven years from now. In addition, negative surprises are always a possibility, as shown by the unexpected closure of the Snap Lake mine a year ago, well before its mine plan had indicated that it would be shuttered. Supporting economic diversification and development requires fiscal resources. Strategic investments in transportation, communications, and energy infrastructure can reduce costs and make business opportunities more economically viable. This represents a further claim on the GNWT's limited and slow-growing revenues.

Fiscal responsibility must continue to be focused on careful expenditure management given the limits to raising new revenues and the risks involved with further borrowing.

Ultimately, expenditures are constrained by revenues, and expenditure growth in excess of revenue growth is not sustainable. In years past, revenues grew more rapidly, but that is no longer the case and this situation is not expected to change over the medium term.

Current Status of Bargaining

Collective Bargaining between the Government of the Northwest Territories (GNWT) and the Union of Northern Workers (UNW) commenced on January 14, 2016. Although agreement has been reached on some important areas, the GNWT and the UNW remain far apart in their overall positions. Upon conclusion of the September 2016 bargaining session, the UNW advised the GNWT that it required time to consult with its membership through its Annual General Meetings to be held throughout the fall of 2016. The GNWT agreed to allow time for this consultation in the hopes that the GNWT and the UNW could return to the table in a timely manner and move forward in reaching a deal that meets the needs of both the GNWT and the UNW. Although the GNWT and the UNW met in March, 2017 to discuss areas of common interest, there has been little bargaining or progress over the past year, and the GNWT and the UNW enter this bargaining session where they left off a year ago.

The GNWT enters this session of bargaining with the presentation of a package proposal to the UNW with the intent to have each party focus upon and their top priorities, and engage in meaningful negotiations to reach a new collective agreement. Given the fiscal challenges, the GNWT's package proposal sets out those areas where we have the flexibility to meet common objectives and those areas where we seek the renewal of terms of the existing Collective Agreement.

The GNWT's fiscal reality is such that it must ensure the appropriate balance between investing in our public service and being financially responsible. In 2015/16, the GNWT expended \$401 million on UNW employees' compensation and benefits. The GNWT calculated the cost of all of the UNW monetary proposals as of the UNW proposal of September 27, 2016 to be an estimated increased cost of \$29.8 million dollars for the 2016/2017 fiscal year. The GNWT's overall position on monetary proposals remains unchanged as we are unable to provide any form of monetary increases in the first two years of the new Collective Agreement.

Between 2005 and 2015, UNW compensation increases have exceeded the Consumer Price Index (CPI) by 10.675%. These increases include the monetary percentage value of adding additional steps to the pay grid in 2010/11 and 2011/12, and the monetary percentage value of changing four days of mandatory leave without pay to mandatory leave days with pay in 2009/10.

The GNWT's package proposal includes:

- **a proposed four-year collective agreement with modest monetary increases in the third and fourth years:**
 - **April 1, 2016 - 0%**
 - **April 1, 2017 - 0%**
 - **April 1, 2018 - 1%**
 - **April 1, 2019 - 1%**
- **a \$250 increase to the Northern Allowance base effective April 1, 2018. As an example, this change based on the April 1, 2017 Northern Allowance amounts would provide increases ranging from \$250 to \$372;**
- **amendments to Maternity and Parental Leave Allowance provisions to reflect the change to the Employment Insurance waiting period;**
- **a requirement that employees who receive relocation benefits or education leave repay a portion of these benefits if they choose to leave the GNWT within a specified period;**
- **amendments to term employee provisions that would see term employees' employment status converted to indeterminate status after 48 months of continuous employment in the same position;**
- **amendments to the GNWT's relief employee proposal in response to the UNW's expressed concerns regarding the management and usage of relief employees and recent arbitration decision;**
- **the opportunity for the UNW to work collaboratively with the GNWT in its ongoing efforts to improve Mental Health Awareness in the workplace.**

Housekeeping Item

Due to the amalgamation of the Department of Human Resources with the Department of Finance, replace all references in the collective agreement to the “Deputy Minister of Human Resources” with the “Deputy Minister responsible for the *Public Service Act*”.

Article 33.01(c)(i)&(ii)

Amend to read:

- (c) The following timelines will apply to this appeal process:
- i. An appeal must be received by the Deputy Minister of ~~Human Resources~~ **responsible for the *Public Service Act*** within four days after the Employee receives notice of a reasonable job offer or notice of lay-off in the manner set out in Section 3 of the Staffing Appeals Regulations.
 - ii. The Deputy Minister of ~~Human Resources~~ **responsible for the *Public Service Act*** will provide the Union with a copy of the appeal upon receipt.

MOU – SAFE DISCLOSURE OF INFORMATION

Amend to read:

Provide its unanimous recommendations to the President of the Union of Northern Workers and the Deputy Minister of ~~Human Resources~~ **responsible for the *Public Service Act***.

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 employees in all operations across government, rather than just those where the particular services operate continuously throughout the year. Examples where departments would like to expand the use of relief employees include:

- Forest Firefighters
- Parks Officers
- Surveyors with Bureau of Statistics
- Custodians
- Sheriff Officers

In each of these cases the services are extremely important to provide, and there are significant consequences if services are not provided because the employee hired for the position is ill, has an ill child, or wishes to take time off.

Since the introduction of relief employees in 2005, the GNWT hired relief employees into positions on an indeterminate basis in facilities that operated on a daily basis regardless of whether the particular service attached to the position did so as well. The UNW filed a policy grievance in 2016 challenging this GNWT practice and in August 2017, the arbitrator agreed with the UNW that, based on the current language, indeterminate relief employment cannot be offered to employees unless the position is associated with services that operate on a daily basis. The arbitrator urged the GNWT and the UNW to address this issue during this round of collective bargaining.

With the UNW's grievance and the arbitration decision, the GNWT will be forced to advise relief employees in positions where the service does not operate on a daily basis, including hospitals and correctional centres that their indeterminate relief employment will terminate and may be replaced with offers of casual employment.

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

When the GNWT and the UNW agreed to create the category of relief employee in the Collective Agreement in 2006, hundreds of former casual employees were converted to indeterminate relief employees. With this conversion, and the GNWT's understanding of the language, casual employees who worked in facilities that operated on a daily basis 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 appreciates the UNW has concerns regarding the use and management of relief employees, and agrees steps need to be taken to more effectively manage the size of the relief employee pool. However, the GNWT does not understand why the UNW is not agreeable to

the expansion of relief indeterminate employment to more casual employees and assist in the provision of more effective services to the public we serve.

The GNWT has addressed and remains committed to addressing concerns the UNW has with respect to the monthly reports on relief employees that the GNWT provides to the UNW, the overall size of the relief employee pool, the equitable distribution of hours among relief employees, and ensuring relief employees are not employed in lieu of establishing a full-time position or filling a vacant position.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern to allow all employees to benefit equitably.

21.04 Maternity Leave Without Pay & 21.05 Parental Leave Without Pay

Amend to read:

MATERNITY LEAVE WITHOUT PAY

- 21.04 (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least four (4) weeks prior to the expected date of the commencement of maternity leave without pay and, subject to Section (ii) of this Clause, shall be granted leave without pay for a period of seventeen **(17)** consecutive weeks commencing at any time during the seventeen **(17)** week period prior to the expected date of delivery. The employee may apply to a benefits administrator and she shall be given, within one week of application, a clear understandable information package and counselling about maternity leave requirements and benefits.
- (ii) The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen consecutive weeks from the commencement of her leave without pay;
 - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected date of delivery;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".
- (b)
 - (i) After completion of **six (6)** months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with this Article.
 - (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
 - (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or parental leave without the consent of the employee, the employer and the Union.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
 - (i) For the first **one (1)** ~~two (2)~~ weeks, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the commencement of the maternity leave. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay; **Where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits,**

~~ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.~~

- (ii) Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
 - (iii)
 - (a) for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) **and 21.04 (c)(ii)** shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.
 - (b) for part-time and relief employees the weekly rate of pay referred to in Clause 21.04(c)(i) **and 21.04 (c)(ii)** shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six (6) month period of continuous service.
 - (iv) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
 - (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 21.04(c)(i) **or 21.04 (c)(ii)**, the payments shall be adjusted on the effective date.
- (d) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will:
- (i) change those working conditions;
 - (ii) assign suitable alternative work;
 - (iii) temporarily transfer the employee; or
 - (iv) where none of these options are reasonable within operational requirements, allow the employee to take a leave of absence without pay for the duration of her pregnancy.

PARENTAL LEAVE WITHOUT PAY

- 21.05 (a) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption; within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (b) An employee who intends to request parental leave shall notify the Employer in writing at least four weeks prior to the expected date of the commencement of parental leave without pay.
- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".
- (d) After completion of six (6) months continuous employment with the Employer, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance in accordance with this Article.
- (e) An applicant under Clause 21.05(d) shall sign an agreement with the Employer providing:
- (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her parental leave unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work, in accordance with the provisions of Clause 21.05(e), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the parental leave allowance amount received pursuant to this Article. Should the employee not return for the full six (6) month period, the employee's indebtedness shall be reduced on a prorated basis.

- (g) In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance payments made will be equivalent to 93% of the employee's weekly rate of pay for the first **one (1) two** weeks and for an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay. **Where an employee has received the full fifteen (15) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of the employee's weekly rate of pay for each week, less any other monies earned during this period.**
- (h) In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made in accordance with this Article will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.

~~(g) — Parental Allowance payments will consist of the following:~~

- ~~(i) Where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period;~~
- ~~(ii) For each week the employee receives parental benefits under the *Employment Insurance Act*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental Employment Insurance benefit.~~
- ~~(iii) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the weekly rate of pay for each week, less any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04 (c)(ii) for the same child.~~

- (i) For a full-time employee the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the weekly rate of pay in effect immediately

preceding the commencement of the parental leave or maternity leave, as the case may be.

- (j) For part-time and relief employees the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be and averaged over the six **(6)** month period of continuous service.
- (k) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.

Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.

21.06 Leave Without Pay For 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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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. 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 position 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.
- As part of the GNWT's measures to ensure expenditures do not exceed anticipated revenues, the GNWT engaged in reduction measures for the fiscal years 2016/17 and 2017/18. 142 unionized positions were eliminated during this two year period, resulting in 72 unionized employees receiving affected notices. Through the staff retention processes set out in the collective agreement, policies, and efforts of all involved, 47 of these employees were redeployed across the GNWT. 9 employees elected to retire and 15 employees were laid off under Article 32. Of the 15 laid off employees:
 - 8 chose Separation Assistance under Article 32.02 (a);
 - 4 chose Severance Priority under Article 32.02 (b); and
 - 3 chose Education Assistance under Article 32.02 (d).

1 employee is still within their layoff notice period.

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 11, 2016 proposal, the UNW attempts to introduce its previous position on Article 35, suggesting that the introduction of ePerformance is a change that allows the UNW to propose new proposals in response to the change.

ePerformance is not a new 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.

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."

New Article Fuel and Utilities Allowance

The GNWT cannot agree with the UNW proposal.

First, the UNW's proposal may create legal challenges for the GNWT and the UNW given Section 41 (7) of the *Public Service Act*.

Second, the Collective Agreement currently includes the Northern Allowance; a benefit provided to GNWT employees meant to offset community differences in cost of living and travel.

The GNWT does however propose:

41 Northern Allowance

The Northern Allowance base has not been adjusted since 2009. The GNWT proposes a \$250.00 increase to the cost of living component of the base, resulting in a total base of \$3,700, effective April 1, 2018.

As an example, this change based on the April 1, 2017 Northern Allowance amounts would provide increases ranging from \$250 to \$372.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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.

A1 Relief Employees

GNWT amends its proposal:

A1.01 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 employees in all operations, rather than just those where the particular services operate continuously throughout the year. Examples where departments would like to expand the use of relief employees include:

- Forest Firefighters
- Parks Officers
- Surveyors with Bureau of Statistics
- Custodians
- Sheriff Officers

In each of these cases the services are extremely important to provide, and there are significant consequences if services are not provided because the employee hired for the position is ill, has an ill child, or wishes to take time off.

Since the introduction of relief employees in 2005, the GNWT hired relief employees into positions on an indeterminate basis in facilities that operated on a daily basis regardless of whether the particular service attached to the position did so as well. The UNW filed a policy grievance in 2016 challenging this GNWT practice and in August 2017, the arbitrator agreed with the UNW that, based on the current language, indeterminate relief employment cannot be offered to employees unless the position is associated with services that operate on a daily basis. The arbitrator urged the GNWT and the UNW to address this issue during this round of collective bargaining.

If this language is not changed, and with the UNW's policy grievance and resulting arbitration decision, the GNWT will be forced to advise relief employees in positions where the service does not operate on a daily basis that their indeterminate relief employment will be terminated and may be replaced with offers of casual employment.

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

When the GNWT and the UNW agreed to create the category of relief employee in the Collective Agreement in 2006, hundreds of former casual employees were converted to indeterminate relief employees. With this conversion, and the GNWT's understanding of the language, casual employees who worked in facilities that operated on a daily basis 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 appreciates the UNW has concerns regarding the use and management of relief employees, and agrees steps need to be taken to more effectively manage the size of the relief employee pool. However, the GNWT does not understand why the UNW is not agreeable to the expansion of relief indeterminate employment to more casual employees. The GNWT believes this change would also assist in providing more effective services to the public we serve.

The GNWT remains committed to actively addressing concerns the UNW has with respect to the monthly reports on relief employees that the GNWT provides to the UNW, the overall size of the relief employee pool, the equitable distribution of hours among relief employees, and ensuring relief employees are not employed in lieu of establishing a full-time position or filling a vacant position.

GNWT maintains its proposal:

A1.10 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.

New add following A1.10:

A1.11 (a) Where the Employer has made attempts to offer hours of work and the relief employee has not accepted any of those hours of work for a period greater than three (3) consecutive months, his/her employment shall be deemed to be terminated.

(b) The three (3) consecutive month period will not apply where the employee has requested a period of unavailability of greater than three(3) consecutive months and the Employer has agreed to that period of unavailability.

(c) Where the relief employee has not worked during a period of greater than nine (9) consecutive months, and the relief employee has not requested and the Employer has not agreed to a period of unavailability under Clause A1.11 (b), the relief employee’s employment shall be deemed to be terminated.

During this round of bargaining, the UNW has raised a number of concerns in response to the GNWT’s opening relief employee proposal. Those concerns have been raised at the bargaining table, in the media, with members, with Labour Relations, and through the grievance process. The President of the UNW commented to Northern News Services on September 23, 2016 that the UNW’s concerns include some relief employees continuing to be on the books despite not having accepted a shift “for a decade”.

The GNWT acknowledges that managing the relief employee pool is complicated by employees accepted relief indeterminate employment and subsequently either accepting other employment or leaving the territory, making them unavailable to accept work, but failing to provide the GNWT with their resignation of employment. The GNWT believes the proposed new A1.11, which is similar to the Article agreed to by the NEU (another component of the PSAC) with the Government of Nunavut, will assist in effectively managing the size of the relief employee pool.

New- A1.12

A relief employee may be hired on a term basis where there is an as-and-when basis staffing need of a specific duration, including the need to backfill an indeterminate relief employee on leave or unavailable.

The reality is that indeterminate relief employees do become ill, do take maternity and parental leave, or are otherwise unavailable to accept a shift for periods of extended

duration. This may require the GNWT to backfill the indeterminate relief employee's period of unavailability. Where there is a short term as and when need or it is necessary to backfill an indeterminate relief employee's period of unavailability, the GNWT should have the ability to hire a relief employee on a term basis as opposed to indeterminate employment. This too will assist in managing the size of the relief employee pool and assist in providing more effective services to the public we serve.

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 and Northern Allowance to allow all employees to benefit equitably.

A4 Term Employees

The GNWT cannot accept the UNW's proposal and provides the below counter-proposal:

- A4.01 The Employer shall hire term employees for a period not to exceed forty-eight (48) months of continuous employment in any particular department, board or agency. **Notwithstanding Article 2.01(e), continuous employment for the purposes of this Article shall not include any periods of employment as an intern under the Graduate Internship Program or any successor internship program, or casual employment.**

- A4.02 Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the Public Service Pension Plan (Superannuation), the Public Service Health Care Plan and to disability insurance.

- A4.03 If an Employee in a term position is to be extended beyond 48 months of continuous employment in that position, the Employer shall consult with the Union.

- A4.04 Where vacation leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused vacation leave and lieu time to extend their employment. Where employment is extended at the request of the Employee, if the new term exceeds 48 months consultation with the Union is not required.

A4.05 Term Employees shall be entitled to Maternity and Parental Leave allowances provided the Employee's current term of employment provides sufficient time to completely fulfill the return of service commitment required after the return from maternity or parental leave.

Add following A4.05:

- A4.06
- (a) Except as provided in subsections (b), (c), (d), and (e), after forty-eight (48) months of continuous employment in the same position within the same department, board or agency, the employment status of the term employee shall be converted to indeterminate status, effective the first day of the forty-ninth (49th) month of continuous employment in that same position.**
 - (b) Term employees will not be converted to indeterminate status in accordance with subsection (a) where:**
 - i. They hold a position which is externally funded for a defined period of time; and**
 - ii. The Employer has no expectation that the external funding will be renewed after the defined period. This does not include external funding which is routinely renewed on a year-to-year basis.**

For example:

A term employee may be appointed for fifty-four (54) months for a project where funding for fifty-four (54) months is certain and the Employer has no expectation that this funding will extend beyond fifty-four (54) months. This Employee will not be converted to indeterminate status.

A term employee who holds a position which is externally funded for one (1) year, and where the Employer expects the funding to be renewed each year will be converted to indeterminate status when the Employee's continuous service in that position exceeds forty-eight (48) months.

- (c) Term employees whose term of employment has been extended beyond forty-eight (48) months under A4.04 will not be converted to indeterminate status in accordance with subsection (1).**

- (d) Notwithstanding Article 2.01(e), continuous employment for the purposes of this Article shall not include any periods of employment as an intern under the Graduate Internship Program or any successor internship program, or casual employment.**
- (e) Notwithstanding Article 2.01(e), continuous employment for the purposes of this Article shall not include any periods of employment with any Employer other than the Government of the Northwest Territories.**
- (f) Breaks of service of thirty (30) days or less between periods of employment with the Employer shall not constitute a break in employment for the purposes of this Article.**

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 and Northern Allowance to allow all employees to benefit equitably.

APPENDIX A9 - COLLEGE EDUCATORS

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 equitably.

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 and Northern Allowance to allow all employees to benefit equitably.

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 the majority of its modest financial resources into Appendix B – Pay Schedules to allow all employees to benefit equitably 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%

Between 2005 and 2015, UNW compensation increases have exceeded the Consumer Price Index (CPI) by 10.675%. These increases include the monetary percentage value of adding additional steps to the pay grid in 2010/11 and 2011/12, and the monetary percentage value of changing four days of mandatory leave without pay to mandatory leave days with pay in 2009/10.

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 amends 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 and we leave it to the committee to develop an approach that fits the Northern realities and evolving research in this area.

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:
 - (i) Be aware of the importance of psychological health and safety;
 - (ii) Be aware of implications of tolerating psychological health and safety hazards; and
 - (iii) 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 jurisdictions and employers that might be instructive for the GNWT, **including a review of the practices, standards and guidelines for psychological safety and health, implemented by other jurisdictions and employers, and whether any elements of any of those assist in achieving the goals and responsibilities set out in this Memorandum.**