

***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 entered 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 set 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. After receiving the UNW package proposal of September 12, 2017, the GNWT has altered its position in an effort to address expressed concerns by the UNW while remaining within the GNWT's fiscal mandate.

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.

In the UNW's package response of September 12, 2017, the UNW withdrew a small number of their monetary proposals. The GNWT calculates the cost of the remaining UNW monetary proposals to be \$23.8 million for the 2016/2017 fiscal year. This is a \$5.9 million reduction from the original \$29.8 million cost of the UNW September 27, 2016 proposal. While the GNWT appreciates the movement, this package does very little to bridge the

significant gap between the parties' monetary positions and does not acknowledge the GNWT's current fiscal reality.

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.

**This GNWT 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%**
- **adding a new Environmental component of \$250 dollars 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;**
- **increasing the Short Term Training Fund for Aurora College Educators from \$750 to \$1500;**
- **amendments to Maternity and Parental Leave Allowance provisions to reflect the change to the Employment Insurance waiting period;**
- **amendments to the performance review article to address UNW concerns and to prohibit a supervisor from adding material to an employee's performance appraisal on behalf of the employee;**
- **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 the Education Leave provisions to address UNW concerns;**
- **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;**
- **amendments to Aurora College Educators (Appendix A9) agreeing to all of the UNW's proposals which have no monetary implications;**
- **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**

#### *Amend 35.01(b)*

After the employee has signed the performance appraisal, the employee's supervisor who completed the appraisal shall not add any further comments, **or any comments on behalf of the employee, without the employee's consent.**

#### *Renew remainder of article.*

Given the bargaining history of proposals on Article 35, the GNWT maintains its position that the UNW cannot bring forth new proposals on Article 35. However, having heard the UNW's concerns the GNWT agrees to amend Article 35.01(b) to confirm that an employee's supervisor cannot add any comments to an employee's performance review on behalf of the employee without the employee's consent.

### **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**

*Add to Memorandum of Settlement*

**Effective April 1, 2018, there will be a new component, the Environmental Component, added to the Northern Allowance base. This component shall be \$250.**

The Northern Allowance base has not been adjusted since 2009. The GNWT proposes adding a new component to the base effective April 1, 2018. The Environmental Component would be \$250, resulting in a total base of \$3,700.

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 Education Leave (UNW proposal)**

*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 and 48.02(a) (UNW proposal)**

*48.02 - Amend to read:*

~~Such leave shall be based on an appraisal of the present and future job requirements and/or the qualifications of the employee applying and shall be granted only to meet the identified needs.~~ Such leave shall be based on an appraisal of the present and future job requirements, the qualifications of the employee applying, **and the needs and interest identified by the employee and the Employer.** Leave shall be granted only to meet the identified needs.

(a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:

(i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or

(ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work or to maintain certification; or

(iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

**(iv) where needs for training have been identified as important for individual career development with the Public Service.**

The GNWT proposes this language to address the concerns raised by the UNW under Article 48.02(a).

#### **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.

#### **48.03 Education Leave (UNW proposal)**

*Amend to read:*

Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied **and where the request has been denied, with the reasons for the denial.**

Nothing prohibits the UNW from bringing forward concerns about the application of Article 48 to Joint Consultation under Article 56. The GNWT proposes this change so that

employees who are denied short term leave for training purposes are advised of the reasons for the denial.

### **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.

### **A1.10 Relief Employees**

*Renew current language.*

*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 (49<sup>th</sup>) 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

*Amend to read:*

A9.01 For the purposes of Appendix A9, a Program Manager is the immediate supervisor of a College Educator/Instructor. The Program Manager may be a Senior Instructor, Program Head, Coordinator, Chair, Librarian, Aurora Research Institute Manager, Campus Manager, Director or other position identified as the immediate supervisor of the College Educator/Instructor.

- (a) It is recognized that within the College system, different program areas dictate different instructional requirements. It is further recognized that, in addition to instructional requirements, Instructors perform related professional responsibilities to support their instructional and administrative duties.

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 shall consist of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

- (b) i. The annual workload for each term or indeterminate Instructor on strength on May 31st shall be determined by the program manager or designate, who will discuss with and inform the Instructor by May 31<sup>st</sup>, whenever possible, of the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:
- a. the Instructor's experience
  - b. class size
  - c. nature of course
  - d. number of different courses

- e. mode of delivery
  - f. evaluation methods
  - g. spread of teaching hours in a day and week
  - h. Senior Instructor's administrative duties
  - i. practicums /internships
  - j. workload of other Instructors in the program
  - k. field based education/culture camps
  - l. curriculum development
  - m. multi-level course delivery
  - n. research
- ii. The annual workload for newly hired Instructors will be determined as soon as possible following their appointment.
  - iii. Where re-assignment is necessary, notification of re-assignment will be provided to the Instructor as soon as possible.
  - iv. If an Instructor disagrees with his/her annual workload, he/she shall first attempt to resolve the issue with the program manager.
  - v. If within five (5) working days the issue is not resolved, the Instructor shall attempt to resolve the issue with the program manager's supervisor.
- (c) Instructors shall set aside and post one (1) hour per week per course instructed outside of regular teaching hours to meet with students.
  - (d) Instructors who are required by the Employer to work in excess of the 200 day instructional year, 7.5 hours per day or 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.

Instructors in certificate and diploma programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Instructors in degree programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Respecting the clinical nature of health programs, Instructors who oversee clinical placements and are required by the Employer to instruct in excess of 700 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. Clinical supervision is counted as one to one student supervision and therefore instructional hours will be calculated at 100% of the hours indicated in the course/program outline.

Instructors in Developmental Studies who are required by the Employer to instruct in excess of 750 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Respecting the diversity of the role of Adult Educators in the various communities, their work plans shall be determined by the Chair of Community Programs or designate, who will discuss with and inform the Adult Educator at the beginning of the academic year. The scheduled instructional hours shall be determined based on the workload requirements. **Adult Educators who are required by the Employer to instruct in excess of 1,000 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

Instructors in the Trades area who are required by the Employer to instruct in excess of 900 scheduled instructional hours in one instructional year shall receive overtime at one and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. This category includes Instructors in the Observer Communicator Program.

Recognizing that Instructors supervising practicums/work placements/preceptorships are not in constant contact with students, instructional hours will be calculated at one (1) hour per student per week of each full-time practicum/work placement/preceptorship assignment. In the event that the practicum/work placement preceptorship is not full time, the one (1) hour per student per week shall be prorated (e.g. If the work placement is for 1 day per week, it will take 5 weeks of the work placement for the Instructor to be provided with one (1) instructional hour).

Where an Instructor is assigned field-based education and is responsible for students outside the regular hours of work of Monday

through Friday for the completed hours of 5:00 p.m. to 8:30 a.m. the following morning she/he will be paid in addition to the Instructor's regular rate of pay for an additional six hours at the rate of time and one-half (1.5). In the case where an Instructor has to bring a student(s) back prior to 8:30 a.m. she/he will be paid overtime for all hours worked in accordance with Article 23.

Instructors who are assigned field based education and who are responsible for students on designated paid holidays or days of rest will be paid a maximum of 12 hours pay per day at the applicable overtime rates.

Instructors who are required by the Employer to instruct in more than one of the above noted program areas will have their maximum instructional hours prorated based on the maximum hours in each area indicated above. Certificate, diploma and degree Instructors who are required by the Employer to instruct in the Developmental Studies area and who instruct in excess of 550 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each hour over the maximum.

*Example 1:*

A Developmental Studies Instructor who is assigned two 45 hour courses in a credit program and the remainder in Developmental Studies shall have the following calculation for his/her maximum instructional hours:

Certificate, Diploma, Degree: 90 hours divided by 450 hours equals 20% of a full time.

Developmental Studies: 80% of 750 hours equals 600 hours.

Maximum instructional Load: 90 hours plus 600 hours equals 690 hours.

*Example 2:*

A certificate, diploma, or degree Instructor who is assigned one 210 hour course in Developmental Studies and the remainder in a certificate, diploma, or degree program shall have the following calculation for his/her maximum instructional hours:

Developmental Studies: 210 hours divided by 750 hours equals 28% of a full time.

Certificate, diploma, or degree: 72% of 450 hours equals 324 hours.

Maximum instructional load: 210 hours plus 324 hours equals 534 hours.

- (e) Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.

The pay rate for Adult Educators in training circumstances and hired with less than a Bachelor of Education degree and/or no credentials in Adult Education will be:

- i. One (1) year Training Program  
Year one: 90% of Basic Adult Educator Salary
- ii. Two (2) year Training Program  
Year One: 80% of Basic Adult Educator Salary  
Year Two: 90% of Basic Adult Educator Salary

- (f) The Instructor shall have a minimum of five (5) working days without scheduled instructional duties at the end of each semester/term and at the end of each program delivery. If semesters overlap, five (5) working days shall be scheduled without instructional duties.
- (g) An Instructor's vacation leave taken between the end of that Instructor's Scheduled Instructional Year and the start of the Instructor's next Scheduled Instructional Year shall not be counted as working days for that Instructor.
- (h) "Instructor" means an Aurora College instructor with instructional responsibilities as identified in his/her job description and includes: Instructors, Senior Instructors, Program Heads, and Adult Educators.
- (i) "Adult Educator" means a community Adult Educator who facilitates and provides academic and administrative leadership for the effective delivery of a full range of literacy, academic, skills based and Developmental Studies programming at the Community Learning Centre and also instructs in a variety of subject areas.
- (j) "Scheduled Instructional Year" means an individual Instructor's instructional year, as approved by the Campus Director or designate.
- (k) **"Instructional Hour" means one (1) hour spent instructing students by an Instructor, regardless of the number of levels of instruction provided over that hour. This formula does not apply to the calculations of instructional hours for practicum/work placement/preceptorship assignments.**

## VACATION LEAVE

A9.02 The following clauses of Article 18 do not apply:

18.01 18.02(1) (e)(iii) 18.04

- (a) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than a full time status shall earn their vacation leave entitlement on a prorated basis.
- (b) Where in any vacation year an employee has not been granted all of the vacation leave credited to him, the unused portion of his/her vacation leave up to a maximum of twenty (20) days leave shall be carried over into the following vacation year. Earned but unused vacation leave credits in excess of twenty (20) days shall be paid in cash at the employee's daily rate of pay as at March 31 of the previous vacation year.

## PROFESSIONAL DEVELOPMENT COMMITTEES

A9.03 (1) A consideration when allocating professional development funding is maintaining professional designations of College Educators/Instructors. It is the College Educator's/Instructor's responsibility to ensure that his/her required credentials are current and maintained. The professional development funding may be used to support College Educators/Instructors in maintaining professional designations and credentials that are directly related to their position.

"College Educators/Instructors" for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), ~~Chairs~~, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, **Library Technicians**, and Aurora College Research Institute Managers, ~~and research staff~~. "Full-time Indeterminate and term College Educators/Instructors" for the purpose of Professional Development shall include full-time seasonal College Educators/Instructors.

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee will consist of a total of seven (7) members. **One member shall be appointed by the President and shall be a member of the Bargaining Unit.**



The ~~other~~ Members of the Committee shall be appointed through nomination and election by members of each area for the College in each of the first five areas listed below and shall be full-time instructors of the College. ~~“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, and Aurora College Research Institute Managers. “Full-time indeterminate and term College Educators/Instructors” for the purpose of Professional Development shall include full-time seasonal College Educators/Instructors.~~ The nomination and election process shall be administered by the Committee.

- i. Aurora Campus, Beaufort-Delta and Sahtu-Regions (1 member)
  - ii. Yellowknife/North Slave Region (1 member)
  - iii. Community Program - Adult Educators (1)
  - iv. Thebacha Campus, South Slave and Deh Cho Regions (2 members)
  - v. Librarians/**Library Technicians, Research Staff,** Counselors/Coordinators/Program Chairpersons and the Aurora Research Institute Managers (1 member)
  - vi. President or his/her Appointee (1 member)
- Total = 7 members

- (a) The Committee shall choose a chairperson;
- (b) The normal term of office is two years;
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment;
- (d) Notwithstanding the above Committee structure, the Committee shall endeavor to have at least one representative from each of the three areas of study, Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.

(2) Terms of Reference

The terms of reference for the Committee include the following items:

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;

- (b) to develop and maintain a Professional Development Guidelines manual for reference and distribution;
  - (c) to determine the individual professional development needs of College Educators/Instructors in line with requirements of the College;
  - (d) to develop an on-going professional development program designed to meet identified development needs of all College Educators/Instructors within the limits of funds available;
  - (e) to develop a working budget which will provide for the professional development program for College Educators/Instructors;
  - (f) to provide for appropriate evaluation procedures for the professional development program;
  - (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

**PROFESSIONAL DEVELOPMENT FUNDING**

- A9.04 (1) Funds will be provided by the College for professional development activities consistent with the College’s goals and objectives.
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's full-time indeterminate, and term College Educator/Instructor salaries. The College will annually replenish the fund by an amount equal to 3% of full-time indeterminate and term College Educator/Instructor salaries at April 1<sup>st</sup>. This fund is established for long-term training.
- (b) Any Professional Development Education and Training Funds from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.04(2)(a).
- (c) In addition to the above, a short term training fund shall be set up equivalent to ~~seven hundred and fifty dollars (\$750)~~ **one**

**thousand five hundred (\$1,500)** per year per full-time indeterminate and term College Educator/Instructor to be administered by the Vice President or Director of each division.

- (d) On March 31<sup>st</sup> of each year, if monies in the long term training fund described in A9.04 (2) (a) exceed more than twice the contribution amount from April 1<sup>st</sup> of the previous calendar year then an amount equivalent to ~~seven hundred and fifty dollars (\$750)~~ **one thousand five hundred (\$1,500)** per full-time indeterminate and term College Educator/Instructor on strength as of March 31<sup>st</sup> shall be transferred from the long term training fund to the short term training fund.
- (3) Professional development training funds shall be used for educational purposes only except as provided in A9.04 (4).
- (4) The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.04 (2) (a) to cover travel, meal and accommodation costs for one or two face to face meetings per year for the Committee members, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College Educators/Instructors. Expenditures under this paragraph must be formally approved by the Committee.
- (5) Professional development training funds shall be used for individual purposes and not be used for group training. In cases where several College Educator/Instructors want to attend the same event, the College Educator/Instructors, or the Employer, may request that short-term training funds be used to have the event delivered locally.

**TYPES OF PROFESSIONAL DEVELOPMENT OPPORTUNITIES, WHICH SHALL BE AVAILABLE**

- A9.05 (1) Long-term education and training:
  - (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;

- (d) Audit of apprenticeship courses for upgrading for technical skills not less than 3 weeks duration;
  - (e) Staff exchange - national or international.
  - (f) Distance Education (programs offered by a recognized and accredited university or college):
    - i. With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;
    - ii. With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.
- (2) Short-term education and training:
- (a) Distance Education (programs offered by a recognized and accredited university or college) or short course attendance;
  - (b) Conferences, seminars and workshops.
  - (c) Audit of apprenticeship courses for upgrading of technical skills of less than 3 weeks duration.

### **LONG-TERM EDUCATION AND TRAINING REGULATIONS**

#### A9.06 Educational Leave and Distance Education

- (1) Educational Leave shall be defined as leave for academic education and training (including trade school training) and unpaid industrial experience.
- (2) Any full-time indeterminate or term College Educator/ Instructor shall be eligible for:
  - (a) Education Leave after three (3) years of employment -with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.
  - (b) For Distance Education Program funding immediately after hire.

- (3) The Professional Development Committee shall review all applications for Educational Leave including Distance Education Programs. The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the program manager and the Vice President or Director of the employee's division.
- (4) Applications for Long-term Education and Training as defined in A9.05 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31<sup>st</sup> for applications submitted by September 30<sup>th</sup> and no later than April 30<sup>th</sup> for applications submitted by March 31<sup>st</sup>. Applications for Summer educational leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. No applications will be reviewed during the months of July or August.
- (5) Applications to the Committee must be in writing and completed in accordance with the guidelines set out by the Committee.
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. All notifications to applicants shall be done in writing by the Chair of the Committee.
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.06:
  - (i) An allowance based on the number of completed years of service of a College Educator/Instructor as follows:
    - (a) An allowance of (50%) fifty percent of salary for College Educators/Instructors with (3) three completed years of service.
    - (b) An allowance of (55%) fifty-five percent of salary for College Educators/Instructors with (4) four completed years of service.

- (c) An allowance of (60%) sixty percent of salary for College Educators/Instructors with (5) five completed years of service.
  - (d) An allowance of (65%) sixty-five percent of salary for College Educators/Instructors with (6) six completed years of service.
  - (e) An allowance of (70%) seventy percent of salary for College Educators/Instructors with (7) seven completed years of service.
  - (f) An allowance of (75%) seventy-five percent of salary for College Educators/Instructors with (8) eight completed years of service.
  - (g) An allowance of (80%) eighty percent of salary for College Educators/Instructors with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the College Educator/Instructor shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment. Removal expenses shall be the same as those identified in Article 43.04.
  - (iii) Where leave is granted for other than a full academic year but not less than six weeks, the College Educator/Instructor shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of \$500 per week.
  - (iv) An allowance from the Fund equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
    - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
    - (b) an instructor agrees to undertake a full course of studies at the request of the President when

qualified persons cannot be recruited to carry out essential work.

- (v) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (9) College Educators/Instructors granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
- (10) College Educators/Instructors granted Educational Leave shall serve the College for a period equal to two (2) times the length of Educational Leave immediately following Educational Leave.
- (11) College Educators/Instructors not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. College Educators/Instructors returning to service at the College, but not fulfilling their commitments shall repay a proportionate amount plus accumulated interest (prime plus 2%), within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the College Educators/Instructors from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor.
- (14) College Educators/Instructors who fail to complete their course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.
- (15) Term College Educators/Instructors who have been with the College for three (3) or more years may be eligible to apply for Education Leave if the following conditions are met:
  - (i) for the Committee to consider a term College Educator's/Instructor's Education Leave application, the College Educator's/Instructor's term must not end sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave; and

- (ii) if the College Educator's/Instructor's term is shorter than the period required in (i) above, then the Committee, in order to consider the application, would have to receive a letter from the College President guaranteeing that, should the application be approved, the College Educator's/Instructor's term would be extended to end no sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave.
  
- (16) "Summer Sessions" refers to the period in which a College Educator/Instructor uses his/her vacation leave to take credit courses toward a program of study at an accredited educational institution for a period of study greater than two (2) and less than thirteen (13) weeks.
  
- (17) Full-time Indeterminate College Educators/Instructors may be eligible for Summer Session assistance immediately after being hired.
  
- (18) Full-time Term College Educators/Instructors whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired. A term College Educator/Instructor who was initially hired for a one year term and whose term is extended for another year (or longer) will become eligible for Summer Session assistance immediately after being extended. For a term College Educator/Instructor whose term of employment has not been extended, the term must not end sooner than the end of the Summer Session plus a period of service to the College of not less than four months.
  
- (19) College Educators/Instructors using their vacation leave for professional development activities as defined under Summer Session, may be eligible for assistance as follows:
  - (a) For a period of study greater than two (2) weeks and less than six (6) weeks, the Committee may pay tuition and an accommodation allowance of \$500 per week for the duration of the study period.
  
  - (b) For a period of study equal to or greater than (6) weeks and less than thirteen (13) weeks, the Committee may pay tuition, and accommodation allowance of \$500 per week for the duration of the study period, and travel expenses equal to the cheapest air fare or **kilometrage**, whichever is lowest, to and from the educational institution.



## **PROFESSIONAL EXPERIENCE LEAVE**

- A9.07 (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
- (2) Any indeterminate, seasonal, or full-time term College Educator/Instructor shall be eligible for Professional Experience Leave.

*Renew the remainder of the Appendix.*

The GNWT proposes increasing the Short Term Training Fund to \$1500 effective date of ratification. The GNWT accepts all of the other UNW proposals in Appendix A9 which do not have monetary implications.

## **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 11<sup>th</sup> 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

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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.**