



**GOVERNMENT OF THE NORTHWEST
TERRITORIES
NEGOTIATIONS 2016**

Counterproposals

September 12, 2017

This document represents bargaining proposals of the Union of Northern Workers (UNW) for this round of negotiations for employees of the Government of the Northwest Territories. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the UNW reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause, article, appendix or MOU, that clause, article, appendix or MOU shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

SPECIAL NOTE

Regarding the potential for incorporation of the Hay River Health and Social Services Authority (HRHSSA) into the Government of the Northwest Territories - all bargaining is without prejudice to and does not substitute for such future and other bargaining as may be required by law in the event that this possibility is realized.

The Union agrees to change all references to the Deputy Minister of Human Resources to Deputy Minister responsible for the Public Service Act.

ARTICLE 2
INTERPRETATIONS AND DEFINITIONS

2.01 (m) (v) Relief Definition

(Employer Proposal)

The Union is satisfied with the current definition in the Collective Agreement.

ARTICLE 18
VACATION LEAVE

The Union withdraws its proposal.

ARTICLE 19
SPECIAL LEAVE

The Union withdraws its proposals in 19.01 and 19.02.

NEW

19.05 An employee shall be granted special leave with pay up to a maximum of five (5) days, at the employee's discretion.

Renumber remainder of article.

ARTICLE 21
OTHER TYPES OF LEAVE

RESERVE

21.04 Maternity Leave Without Pay; 21.05 Parental Leave Without Pay

21.07 Compassionate Care Allowance

- (a)** An employee who is on leave without pay for compassionate care shall be paid a compassionate care allowance, providing he or she:

 - (i)** has completed six (6) months of continuous employment before the commencement of leave without pay, and
 - (ii)** provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer.

- (b)** Compassionate Care Allowance payments will consist of the following:

 - (i)** where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period;
 - (ii)** for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the *Employment Insurance* Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay.

- (c)** The weekly rate of pay referred to in paragraph (b) shall be the employee's weekly rate of pay on the day immediately preceding the commencement of leave without pay for compassionate care.

- (d)** Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.

Renumber remainder of article.

ARTICLE 27
SHIFT PREMIUM

Amend as follows:

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium of ~~two dollars and fifty cents (\$2.50)~~ **two dollars and seventy-five cents (\$2.75)** per hour for all hours worked between the hours of 4:00 p.m. and ~~8:00~~ **12:00** a.m, **and a shift premium of five dollars (\$5.00) per hour for all hours worked between the hours of 12:00 am and 8:00 am.** Shift premium will also be paid for all overtime hours worked contiguously to the period specified above, but for no other overtime hours.
- 27.02 Employees shall receive an additional premium of ~~two dollars and fifty cents (\$2.50)~~ **three dollars and twenty-five cents (\$3.25)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

ARTICLE 33
LAYOFF

NEW

- 33.01 **When the Employer is contemplating a reduction in the workforce, it shall inform the Union at least six (6) months before any layoff notices are issued.**
- 33.02 **Within thirty (30) days of such notice, the Employer and the Union shall meet to consult meaningfully on alternatives to workforce reduction in order to preserve public services and minimize adverse effects on employees.**

Attrition

- 33.03 **If a reduction in the workforce cannot be avoided, the Employer agrees to first make every reasonable effort to reduce the workforce through attrition.**

Early Retirement Opportunities

- 33.04 **If after such attrition there is still a need to reduce the workforce, the Employer shall offer early retirement opportunities to employees within a classification:**
- (a) First within the employee's department, then**
 - (b) Within the employee's headquarters area (community).**
- 33.05 **If superannuation penalties are assessed in the case of early retirement, the Employer shall be responsible for any such penalties on behalf of employees.**

Voluntary Separation Opportunities

- 33.06 **If after such early retirement opportunities there is still a need to reduce the workforce, the Employer shall offer voluntary separation opportunities to employees within the classification:**
- (a) First within the employee's department, then**
 - (b) Within the employee's headquarters area (community).**

Seniority

- 33.07 If under Article 33.04 or Article 33.06 there are more volunteers in a classification than are required, volunteers shall be selected in order of seniority.

Layoffs

- 33.08 If after offering voluntary severance opportunities it is still necessary to reduce the workforce, layoffs shall be in reverse order of seniority within an employee's classification, first within an employee's department and then within the employee's headquarters area, in the following order:

- (a) Students
- (b) Casual employees
- (c) Term employees
- (d) Relief employees
- (e) Part-time indeterminate employees
- (f) Full-time indeterminate employees

Recall

- 33.09 Notwithstanding Article 32.02 (b) (ii), employees who are laid off shall be placed on a recall list for a period of two (2) years.
- 33.10 Employees shall be recalled in order of seniority by registered letter to the last known address of the employee. An employee receiving such recall notice shall advise the Employer within fourteen (14) calendar days of receipt of such notice that he or she accepts the recall and will recommence employment on the date and at the place specified in the recall. An employee who does not accept the recall within fourteen (14) calendar days of receiving the recall notice shall forfeit all further rights to recall.
- 33.11 No new employees shall be hired while any employees are on a recall list.

- ~~33.01 (a) (i) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. The Employer and the Union recognize the necessity and the justice of the application of the merit principle, which means qualifications and competence, in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.~~

~~(ii) In order to minimize the adverse effects of layoff, the Employer will provide retraining where practical.~~

33.12 In order to minimize the adverse effects of lay off, the Employer will provide retraining.

Dispute Resolution Process

33.13 Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by appeal to the Lay-off Dispute Officer.

33.14 The following timelines will apply to this appeal process:

- (a) An appeal must be received by the Deputy Minister of Human Resources 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.
- (b) The Deputy Minister of Human Resources will provide the Union with a copy of the appeal upon receipt.
- (c) The Lay-off Dispute Officer will conduct an appeal hearing within four days or within such further time as he or she may determine.
- (d) Parties to the appeal include:
 - i) The Union
 - ii) The GNWT
 - iii) The Employee
- (e) Within three days after concluding an appeal hearing the Lay-off Dispute Officer shall prepare a report of his or her findings, the decision reached and the reasons for the decision.
- (f) The Lay-off Dispute Officer shall provide all parties with a copy of the report without delay.

33.15 The Lay-off Dispute Officer shall:

- (a) Where he/she finds that the job offer was reasonable, dismiss the appeal; or
- (b) Where he/she finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period; or

- (c) Where he/she finds the lay-off was given priority status, dismiss the appeal; or
- (d) Where he/she finds the lay-off was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the lay-off's priority status.

33.16 Findings of the Lay-off Dispute Officer shall be final and binding to all parties.

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

Lay-off Process

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

- (a) each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;
- (b) every employee shall be entitled to options in accordance with the provisions in Article 32;
- (c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required;
- (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
- (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(~~s~~)-(t) and will receive severance in accordance to either Article 32.05 or 32.06;
- (f) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

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

ARTICLE 35
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then ~~sign~~ **acknowledge** the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal. The employee shall be permitted up to 14 days from the time he or she is presented with the review form to provide his or her ~~signature~~ **acknowledgement** and written comments.
- (b) After the employee has ~~signed~~ **acknowledged** the performance appraisal, the employee's supervisor who completed the appraisal shall not add any further comments.
- (c) Should the employee's reviewing officer add any comments to the employee's performance appraisal, the employee shall be entitled to comment on the reviewing officer's comments within 14 days of the date that the employee is ~~provided with~~ **notified of** the reviewing officer's comments.
- (d) The employee may use the grievance procedure in Article 37 to correct any factual inaccuracies in his/her performance appraisal.
- (e) The formal review of an employee's performance shall also incorporate an opportunity for the employee to ~~state his/her~~ **to set Learning Plans that support** career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.
- (f) **No Supervisor shall enter data into the e-performance system on behalf of an employee.**
- 35.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the

provision of a copy thereof at the time of filing or within a reasonable period thereafter.

- 35.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after 18 months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.04 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

ARTICLE 38 CONTRACTING OUT

Amend as follows:

- 38.01 ~~The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.~~ **There shall be no contracting out of bargaining unit work.**
- 38.02 ~~The Employer will seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.~~

ARTICLE 41 NORTHERN ALLOWANCE

- XX.01 An annual Environmental Allowance shall be paid to every employee, based upon the community in which they are employed, with a \$500 base rate in Yellowknife, in accordance with this Article.**

- (i) **The Allowance will be paid bi-weekly as set out in Article 24.02.**
- (ii) **The allowance for casual, relief, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950 or 2080).**
- (iii) **No Allowance shall be paid for overtime.**

XX.02 The Union and the Employer agree that the methodology used to calculate the Fuel and Utilities Allowance shall be the same as the methodology used to calculate the Northern Allowance.

- (a) **The annual rates for the Environmental Allowance, retroactive to April 1, 2016, are as follows:**

(To be determined)

- (b) **The annual rates for each community shall be updated on April 1 of each year in accordance with the methodology.**

ARTICLE 42
ULTIMATE REMOVAL ASSISTANCE

Amend as follows:

Payment of Ultimate Removal Assistance

- 42.03
- a) Payment of ultimate removal assistance as a lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that the employee has moved from his/her community of residence. Such evidence must be submitted to the Department of Human Resources within ~~twenty one~~ **four (24)** months from the date of termination.
 - b) The employee is responsible for making all moving arrangements and paying for his/her move.
 - c) Employees must move from his/her community of residence within ~~eighteen (18)~~ **twenty four (24)** months from the date of termination
 - d) If a former employee does not move from his/her community of residence within ~~eighteen (18)~~ **twenty-four (24)** months from the date of termination or has failed to submit satisfactory evidence, he/she will no longer be entitled to the Ultimate Removal Assistance.
 - e) ~~Only one entitlement will be paid per family unit.~~

ARTICLE 43
RELOCATION EXPENSES ON INITIAL APPOINTMENT
AND SUBSEQUENT MOVES AS AN EMPLOYEE

The Union will agree to this Employer proposal as amended conditional on the Employer withdrawing its proposals on relief employees.

AMEND TO READ:

- 43.01 (a) The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependents between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) ***Indeterminate 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.
- (d) (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, *rejection on probation, or termination*, the employee recognizes that he/she is indebted to the Employer for the amount received pursuant to this Article.
- (ee) (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.

ARTICLE 46
UNIFORMS AND PROTECTIVE CLOTHING

Amend as follows:

- 46.08 Employees who are required to do work outside in winter months will receive a two hundred dollar (\$200) winter clothing allowance annually.

ARTICLE 47
EDUCATION LEAVE

(Employer Proposal 47.05)
Renew current language

ARTICLE 48
SHORT-TERM LEAVE FOR TRAINING PURPOSES

(Employer Proposal 48.02 (b))

The Union is interested in discussing the Employer proposals in Article 47.05 and 48.02 (b) in conjunction with the Union's proposals in Article 48.

ARTICLE 48
SHORT TERM LEAVE FOR TRAINING PURPOSES

Amend as follows:

The Union withdraws its proposal in 48.01 but maintains proposals in 48.02 and 48.03'

48.02 Such leave shall be based on an appraisal of the present and future job requirements, ~~and/or~~ the qualifications of the employee applying, **and the needs and interests articulated by the employee. Leave** and shall be granted only to meet the identified needs **discussed and agreed to between supervisor and employee.**

- (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; **or**
 - (iv) **where needs for training have been identified as important to individual career development or performance improvement.**

- (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.

48.03 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. **It is agreed that decisions to approve or deny leave requests, including examination of the criteria and reasoning used will be a regular discussion item in joint union-management meetings.**

ARTICLE 59
DURATION AND RENEWAL

59.01 The term of this Agreement shall be three (3) years, from April 1, 2016 to March 31, 2019.

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.

APPENDIX A1

RELIEF EMPLOYEES

(Employer Proposal) *Renew current language*

APPENDIX A2

CORRECTIONS OFFICERS

The Union withdraws its proposal.

APPENDIX A4
TERM EMPLOYEES

Term Employees

A4.01 Amend to read:

The Employer shall hire term employees for a period not to exceed **twenty-four (24) ~~sixty (60)~~** 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 program.**

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 Delete

A 4.04 Delete last sentence

A4 Add as new article following A4.05:

(1) Except as provided in subsections (2), (3), and (4), after twenty-four (24) ~~sixty (60)~~ months of continuous employment in any particular department, board or agency, the employment status of the term employee shall be converted to indeterminate status, effective the first day of the ~~sixty-first (61st)~~ twenty-fifth (25) month of continuous employment.

(2) Term employees will not be converted to indeterminate status in accordance with subsection (1) where:

a) They hold a position which is externally funded for a defined period of time; and

b) The Employer has no expectation that the external funding will be renewed after the defined period. This does not include external funding which is renewed on a year-to-year basis.

For example:

i. A term employee may be appointed for thirty (30) ~~sixty-six (66)~~ months for a project where funding for thirty (30) ~~sixty-six (66)~~ months is certain and the Employer has no expectation that this funding will extend beyond thirty (30) ~~sixty-six (66)~~ months. This Employee will not be converted to indeterminate status.

ii. 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 twenty-four (24) ~~sixty (60)~~ months.

(3) Term employees whose term of employment has been extended beyond twenty-four (24) ~~sixty (60)~~ months under A4.04 will not be converted to indeterminate status in accordance with subsection (1).

- (4) 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 program.~~
- (5) Breaks of service of thirty (30) days or less between periods of employment shall not constitute a break in employment for the purposes of this article.

APPENDIX A6
SOCIAL JUSTICE FUND

The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked to the PSAC Social Justice Fund. **The GNWT shall also make a matching contribution of two cents (2¢) per hour for all hours worked by bargaining unit members to the PSAC Social Justice Fund.**

Contributions to the Fund will be made quarterly, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

APPENDIX A9 - COLLEGE EDUCATORS

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 31st, 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” mean 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 1st. 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) dollars per year per full-time indeterminate and term College Educator/Instructor to be administered by the ~~school chair or program head as designated by the~~ Vice President or Director of each division.

- (d) On March 31st 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 1st of the previous calendar year then an amount equivalent to ~~seven two thousand (\$2,000) hundred fifty dollars (\$750) per full-time indeterminate and term College Educator/Instructor on strength as of March 31st shall be transferred from the long term training fund to the short term training fund.~~
- ~~(e) — The funding provided by the College shall represent an amount equal to 0.5% 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 0.5% of full-time indeterminate and term College Educator/Instructor salaries April 1st. This fund is established for the Certificate in Adult Education Diploma program.~~

- (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.
- ~~(g) ————— **Research activities and research release time**~~

(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 31st for applications submitted by September 30th and no later than April 30th for applications submitted by March 31st. Applications for Summer educational leave shall be submitted to the Professional Development Committee no later than March 31st. 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.

APPENDIX A10 HEALTH CARE PRACTITIONERS

Amend as follows:

A.10.F PROFESSIONAL DEVELOPMENT INITIATIVE

- (a) **The Professional Development Initiative (PDI) program is intended to provide eligible Department of Health and Social Services (DHSS) and Health Authority frontline professionals, clinical staff and managers with increased opportunities for professional development, education and training for the purposes of skill and career enhancement. It is also intended to encourage and promote recruitment and retention in the northern workforce. PDI is used to develop health and social services skills, to provide training or development activities relevant to employees' roles, or to maintain license requirements. The monies are not intended to replace existing funds used for statutory and/or mandatory training.**
- (b) **Employees in the positions listed in the 2015/2016 PDI Guidelines may be eligible for the PDI program. Titles may**

vary from department to department and funding is based on preset criteria and the type of work identified in the assigned National Occupation Code (NOC). These frontline professional, clinical and manager positions require specific health or social services education, certification or licensing in order to provide or directly support day-to-day assessment of or care to residents of the Northwest Territories.

(c) Community Rates

Aklavik	\$3,700	Jean Marie River	\$3,350
Behchoko	\$3,100	Kakisa	\$3,000
Colville Lake	\$3,900	Lutselk'e	\$3,300
Deline	\$3,800	Nahanni Butte	\$3,990
Dettah	\$3,000	N'Dilo	\$3,024
Enterprise	\$3,000	Norman Wells	\$3,425
Fort Good Hope	\$3,750	Paulatuk	\$4,400
Fort Liard	\$3,000	Sachs Harbour	\$4,610
Fort McPherson	\$4,000	Trout Lake	\$3,980
Fort Providence	\$3,000	Tsiigehtchic	\$3,680
Fort Resolution	\$3,000	Tuktoyaktuk	\$3,830
Fort Simpson	\$3,600	Tulita	\$3,710
Fort Smith	\$2,000	Ulukhaktok	\$4,880
Gamètì	\$3,330	Wekweeti	\$3,300
Hay River	\$2,000	Whati	\$3,300
Hay River Reserve	\$2,000	Wrigley	\$4,032
Inuvik	\$3,550	Yellowknife	\$2,000

APPENDIX B

PAY SCHEDULES

Effective April 1, 2016: 3.0%

Effective April 1, 2017: 3.0%

Effective April 1, 2018: 3.0%

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

THE UNION OF NORTHERN WORKERS

Employees shall not be required to use the e-performance system until such time that they have received the required competency-based training and have been provided with adequate resources such as a GNWT computer, an email address, and an internet connection at work.

All time spent in such training shall be considered time worked.

If using a computer is not part of an employee's core job description, such employee may request that a union representative assist him or her in entering data on the e-performance system, or shall be entitled to continue using the paper-based performance system.

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

Mental Health in the Workplace

This Memorandum of Understanding is to give effect to the understanding reached between the Employer and the Union regarding issues of mental health in the workplace.

The Government of the Northwest Territories and the Union of Northern Workers 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 a common interest in promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and co-operation.

A task force, comprised of ~~the~~ **a joint** GNWT/Union Occupational Health and Safety ~~Advisory~~ Committee acting as a Technical Committee, and a Steering Committee, **consisting of senior leadership of both parties**, is established with a long-term focus **on and commitment to improving psychological health in the workplace.** ~~from~~ ~~senior leadership of the parties.~~ It will focus on ~~continuous improvement and the~~ successful implementation of measures to improve mental health in the workplace **and ensure that psychological health and safety forms part of the organizational decision-making process in the workplace.**

Accordingly, the parties agree to establish a Steering Committee within ~~ninety (90)~~ **thirty (30)** days of the ratification of this Collective Agreement. The Steering Committee is to establish the terms of reference for the Technical Committee with respect to mental health in the workplace within thirty (30) days of such meeting. These dates may be extended by mutual agreement of the Steering Committee members. The terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will provide a preliminary report of recommendations to the Steering Committee within four months of receiving its terms of reference from the Steering Committee. The Steering Committee members may, by mutual agreement, extend this period.

The responsibilities of the Technical Committee shall include, but may not be limited to:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- 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;
- **Considering the unique challenges that impact mental health in the Northwest Territories, including a vast geographic area, small remote communities, diverse cultures, and the impact of the Residential School experience on survivors, their families and communities;**
- Reviewing practices from other jurisdictions and employers that might be instructive for the GNWT;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the GNWT, recognizing that not all workplaces are the same
- Ensuring the participation of Health and Safety committees and representatives, including the communication of, and training on, the goals of the National Standard;
- Outlining any possible challenges and barriers that may impact the successful implementation of a psychological health and safety management system; and
- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the GNWT. Once identified, ongoing evaluation of actions to ensure those gaps are addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The Steering Committees will be comprised of an equal number of Employer and Union representatives. The Steering Committee is responsible for determining the number and the identity of their respective Technical Committee representatives.