

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE NORTHEWEST TERRITORIES

AND

THE UNION OF NORTHERN WORKERS

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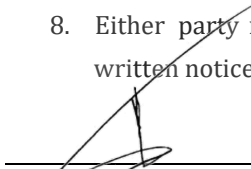
**COVID-19 Agency Health Care Workers**

Whereas the parties agree that the two Memorandums of Understanding of 2004 and attached at Schedule I of this Memorandum of Understanding continue to bind the parties.

And whereas the parties agree that during the COVID-19 pandemic, all possible contingencies to secure Health Care Workers should a shortage or need for additional personnel arise must be available:

1. The parties agree that, as a last resort, agency health care workers can be utilized in circumstances where:
  - a. There are insufficient readily available qualified staff to manage a surge of cases of COVID-19 in any particular community or Health Care Centre or Hospital;
  - b. There are insufficient readily available qualified staff that results in a possible closure or reduction in services of a health care service or unit;
  - c. Resignation(s) with 2 weeks or less advance notice that result in a possible closure or reduction in services situation.
2. This Memorandum of Understanding applies to those Health Care Worker positions listed in the attached Schedule II.
3. The Employer will advise the President, or designate, of the Union when an agency Health Care Worker will be utilized in situations noted in Clause 1 by providing the Union with a written monthly report that will contain the following information. Additional columns may be added as determined necessary by the parties:
  - a. Position Title;
  - b. Location of Vacancy/need;
  - c. Vacancy/need Date(s);
  - d. Reason for vacancy/need;
  - e. Date the Employer became aware of the vacancy/need;
  - f. Date the position was posted;
  - g. Confirm the review of casual staffing option;
  - h. Confirm the review of transfer assignment and secondment option;

- i. Confirm the review of Relief Pool option;
  - j. Identify execution of any bed and ward closures;
  - k. Confirm that the Agencies had been contacted for available casual staff to be hired directly by the Employer;
  - l. Identify date of the UNW Headquarters advised (date of email); and
  - m. Contact name and number.
  - n. Start and end date of each contract
  - o. Number of contracts for each position
4. The parties agree this Memorandum of Understanding and Schedules shall be made publicly available and posted with other terms and conditions of employment on their respective websites.
5. The Employer agrees that the healthcare workers contracted through employment agencies will be paid the same base salary as defined by article 2.01(d) of the Collective Agreement for the position for which they are performing the duties.
6. The Employer agrees to pay dues for all healthcare workers contracted through employment agencies.
7. This Memorandum of Understanding will expire March 31, 2022 and may be extended by mutual written agreement by the parties.
8. Either party may end this Memorandum of Understanding by serving the other with 30 days written notice should the spirit and intent of the agreement not be upheld.

  
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Sandy Kalgutkar  
Deputy Minister, Finance  
Government of the Northwest Territories

August 31, 2021

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Date

  
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Todd Parsons  
President  
Union of Northern Workers

August 31, 2021

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Date


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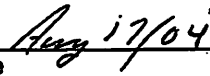
Whereas the Employer and the Union agree that, as a last resort, agency nurses can be utilized in health care delivery to avoid closures of Health Centres to ensure that essential health services are provided to the residents of the Northwest Territories:

1. The Employer will advise the President, or designate, of the Union of when an agency nurse will be utilized to avoid a closure by providing the Union with a report that will contain the following information:
  - a. Position Title;
  - b. Location of Vacancy;
  - c. Vacancy Date(s);
  - d. Reason for vacancy;
  - e. Date the Employer became aware of the vacancy;
  - f. Date the position was posted;
  - g. Identify the review of casual staffing option;
  - h. Identify the review of transfer assignment and secondment option;
  - i. Identify the review of Relief Pool option;
  - j. Identify that the Agencies had been contacted for available casual staff;
  - k. Identify date of the UNW Headquarters advised (date of fax); and
  - l. Contact name and number.
2. Exceptional/extraordinary situations where, as a last resort, the parties agree agency nurses can be utilized in one to nine nurse health centres include:
  - a. Natural Disaster (i.e. flood, fire, etc);
  - b. Outbreak/Epidemic (i.e. T.B., Influenza, etc); and
  - c. Resignation(s) (2 weeks or less advance notice that results in a closure situation). In this situation, the Employer will work with the Union of Northern Workers to expedite the report as outlined in Clause 1.
3. During defined exceptional/extraordinary situations, the Employer will immediately verbally advise the President, or designate, of the Union where an agency nurse will be utilized during the crisis and provide the above-mentioned report shortly after the crisis situation has been resolved.
4. If unforeseen exceptional/extraordinary situations arise, the Employer will provide

the President, or designate, of the Union with verbal notification of where an agency nurse will be utilized and provide the above-mentioned report shortly after the crisis situation has been resolved. This action will be without prejudice.


5. In order to revise the list of exceptional/extraordinary situations, the Employer and Union will re-establish the Joint Union/Management Agency Nurse Working Group. The Working Group will provide recommendations to the Employer and the Union with respect to exceptional/extraordinary situations where the parties agree nurses can be utilized as a last resort.

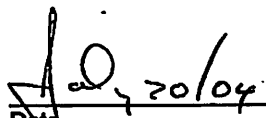
  
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Todd Parsons  
President  
Union of Northern Workers

  
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Date

  
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D.J. (Dave) Murray  
Deputy Minister  
Health and Social Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvia Haener  
Director  
Labour Relations & Compensation Services  
Financial Management Board Secretariat

  
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Date

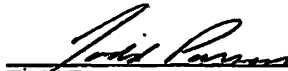
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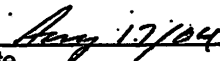
Whereas the Employer and the Union agree that, as a last resort, agency nurses can be utilized in health care delivery to avoid closures of Hospital Units to ensure that essential health services are provided to the residents of the Northwest Territories:

1. The Employer will advise the President, or designate, of the Union when an agency nurse will be utilized to avoid a closure by providing the Union with a report that will contain the following information:
  - a. Position Title;
  - b. Location of Vacancy;
  - c. Vacancy Date(s);
  - d. Reason for vacancy;
  - e. Date the Employer became aware of the vacancy;
  - f. Date the position was posted;
  - g. Identify the review of casual staffing option;
  - h. Identify the review of transfer assignment and secondment option;
  - i. Identify the review of Relief Pool option;
  - j. Identify execution of any bed and ward closures;
  - k. Identify that the Agencies had been contacted for available casual staff;
  - l. Identify date of the UNW Headquarters advised (date of fax); and
  - m. Contact name and number.
2. Exceptional/extraordinary situations where, as a last resort, the parties agree agency nurses can be utilized in hospitals include:
  - a. Natural Disaster (i.e. flood, fire, etc);
  - b. Outbreak/Epidemic (i.e. T.B., influenza, etc); and
  - c. Resignation(s) (2 weeks or less advance notice that results in a closure situation). In this situation, the Employer will work with the Union of Northern Workers to expedite the report as outlined in Clause 1.
3. During defined exceptional/extraordinary situations, the Employer will immediately provide the President, or designate, of the Union with verbal notification where an agency nurse will be utilized during the crisis and provide the above-mentioned report shortly after the crisis situation has been resolved.
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the President, or designate, of the Union with verbal notification where an agency nurse will be utilized and provide the above-mentioned report shortly after the crisis situation has been resolved. This action will be without prejudice.


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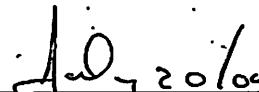
  
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Todd Parsons  
President  
Union of Northern Workers

  
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D.J. (Dave) Murray  
Deputy Minister  
Health and Social Services

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Sylvia Haener  
Director  
Labour Relations & Compensation Services  
Financial Management Board Secretariat

  
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Date

## Schedule II

### Health Care Worker Positions

- Registered Nurses
- Laboratory Technologists
- Respiratory Therapists
- Diagnostic imaging technologists (various specialties)
- Licensed Practical Nurses