



File: 2122-33.01-3

June 4, 2021

**TO: All PSAC Members at the Government of the Northwest Territories**

**RE: Ratification of Tentative Agreement**

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A tentative agreement was reached on May 28, 2021 on behalf of all UNW/PSAC members at the Government of the Northwest Territories. If ratified by the membership, the new Collective agreement will have an expiry date of March 31, 2023.

Unless otherwise expressly stipulated, the provisions of the new agreement, except for wage increases, are effective on date of ratification. Current Collective Agreement language not listed below, including articles and memoranda of understanding, are renewed without change.

**Duration:**

Two (2) years – expiring March 31, 2023

**General Economic Increases:**

Retroactive to April 1, 2021 – 1.5%

Effective April 1, 2022 – 1.5%

**Highlights of the tentative agreement:**

**Northern Allowance**

Due to the unprecedented circumstances of the COVID-19 pandemic, employees in communities that experienced decreases in the Northern Allowance shall continue to be paid the fiscal 2020-2021 Northern Allowance rates for their communities for the life of this Collective Agreement

**Sick Leave and Special Leave**

Time previously entered as sick leave or special isolation leave due to COVID-19 will be reinstated to employees' sick leave and special leave banks and such leaves due to this pandemic will not draw from these banks in the future.

**Social Justice Fund**

The Government has agreed to match the contributions of two (2) cents per hour for all hours worked by bargaining unit members to the PSAC Social Justice Fund. Fifty percent of the Employer's contributions will be allocated to the NWT United Way.

**Vacation Carry Over Provisions**

Notwithstanding the provisions of Article 18.04 (Carry Over Provisions), due to the unprecedented circumstances of the COVID-19 pandemic, employees will be entitled to carry over an additional week of vacation leave for each the fiscal 2020-2021 and fiscal 2021-2022 years and these additional amounts will not be subject to cash out until June 2023.

## **Medical Travel**

For employees proceeding to and/or returning from a medical centre to their communities in the NWT, Yukon or Nunavut, maximum travel time, not charged to sick leave banks, has been increased to four (4) days from three (3) days.

## **PPE for Corrections Officers**

An annual footwear allowance of \$250 has been negotiated for Corrections Officers, and Corrections Officers at the North Slave Correctional Complex and those undertaking security escorts will be provided with slash vests.

## **Layoff and Retention Provisions**

In the event of a workforce reduction, a 21-week layoff notice replaces the former combination of affected and layoff notices; employees shall be entitled to express an interest in job opportunities for which they could obtain the skills, abilities and qualifications within a year of training; and shall receive all relevant job postings. Employees on the staffing priority list who has the skills, abilities and qualifications for a job or can successfully obtain the skills, abilities and qualifications for the job within one year of training, shall be awarded the position.

## **Compassionate and Caregiving Leave**

The language has been amended to reflect new legislative provisions of 28 weeks of Compassionate Care Leave, 35 weeks of Family Caregiver Leave for Children and 15 weeks of Family Caregiver Leave for Adults.

## **Domestic Violence Leave**

This leave has been increased to five (5) paid days and five (5) unpaid days, as well as up to fifteen (15) additional weeks of unpaid leave as provided for by legislation.

**These are not all of the improvements made to the Collective Agreement. Please see the attached language below for additional new provisions.**

Your Bargaining Team, consisting of

Todd Parsons, UNW President; Gayla Thunstrom, UNW First Vice-President, Sean Dalton, UNW Second Vice-President, UNW Executive Members Lauraine Armstrong, John Dempster, Christina Holman, Melvin Larocque, Josee-Anne Spirito; PSAC Research Officer Djimy Theodore; PSAC Negotiator Laneydi Martinez Alfonso and PSAC Negotiator Gail Lem, unanimously recommends ratification of this agreement.

The Bargaining Team also wishes to thank Anne Marie Thistle, UNW Director of Membership Services, and Caitlin Lacey, UNW Assistant to the President, for their support.

Details on ratification meetings will be provided as soon as possible.

In Solidarity,



Lorraine Rousseau  
Regional Executive Vice-President



Todd Parsons  
President of UNW

cc. National Board of Directors  
Yusur Al-Bahrani, Regional Political Action and Communication Officer (North)  
Negotiations Section  
Patricia Harewood, A/Director, Representation and Legal Services Branch  
Daniel Kinsella, Regional Coordinator

Marija Babic, Regional Representative  
Reine Zamat, Supervisor, Membership Administration  
Caroline Bédard, Membership Dues Administrator  
Dale Robinson, Strike Mobilization Project Officer  
Connor Spencer, Strike Mobilization Officer  
Kelly Greig, Member Information Advisor  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor  
Team Members

## ITEMS AGREED TO

Change Department of "Human Resources" to Department of "Finance" throughout the Collective Agreement and *\*delete* the second reference to Department of Human Resources, in ARTICLE 49.09.

Amend ARTICLE 43.04 to be renumbered – (a) is repeated. Amend to change second (a) to read (b) with consequential numbering as required.

NEW – Gender Neutral Language. The Parties agree that the UNW, together with GNWT representatives with Labour Relations and the Diversity and Inclusion Unit, will meet to review and amend the Collective agreement during the editing process to incorporate gender neutral language. Should the parties not reach agreement on a term or expression, the original language will remain in the Agreement to be dealt with in the next round of bargaining.

Amend ARTICLE 2.01 as follows:

- (i) "Dependant" means:
- (a) The spouse of an employee ~~who is residing with the employee~~

Amend ARTICLE 3.02 as follows:

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, gender identity, **gender expression**, conviction for which a pardon has been granted, religious or political affiliation, or any other grounds proscribed by applicable legislation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

Amend ARTICLE 12.13 as follows:

12.13 Upon reasonable notification, the Employer may grant leave without pay, for a minimum of three weeks, to employees to work on special projects on behalf of the Union. Such leave shall not be unreasonably withheld. **Leave may be granted for shorter time periods with the mutual agreement of both parties**

Amend ARTICLE 19.02 as follows

(2) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) (i) where a member of the **employee's** immediate family requires surgery, ~~or~~ becomes ill (not including childbirth), **or has a disability** and the employee is required to **temporarily** care for ~~his/her dependents or for the sick person~~ **that family member;**

Amend ARTICLE 21.10 as follows:

#### TRAVEL TIME

- 20.10 Every employee who is proceeding to **and/or returning from** a medical centre **to their community in the Northwest Territories, Yukon or Nunavut** under the provisions of Clause 20.09 shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of ~~three (3)~~ **four (4) days** or the actual time spent away from work. When an employee has elected to drive rather than travel by air, such travel time with no deduction from sick leave credits will be limited to the time required to travel had the employee travelled by air.

Amend ARTICLE 21.01 as follows:

- 21.01 (c) by law to attend a proceeding under the Youth Criminal Justice Act (Canada) concerning a dependent, **regardless of whether the dependent resides with the employee.**

Rename and replace ARTICLE 21.06 as follows:

#### **CAREGIVING LEAVE**~~LEAVE WITHOUT PAY FOR COMPASSIONATE CARE~~

- 21.06 (a) **An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.**
- (b) **The leave without pay described in 21.06 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children, and fifteen (15) weeks for Family Caregiver Benefits for adults, in addition to any applicable waiting period.**
- (c) **When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.**
- (d) **When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 21.06 (a) above ceases to apply.**
- (e) **Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**
- ~~21.06 (a) Leave without pay for compassionate care shall be granted to a maximum of eight weeks to an employee to provide care or support to a gravely ill family member at risk of dying within 26 weeks.~~
- ~~(b) Family member means:~~
- ~~(i) a spouse of the employee;~~
- ~~(ii) a child of the employee or a child of the employee's spouse;~~

- (iii) ~~\_\_\_\_\_ a parent of the employee or a spouse of the parent, and~~
- (iv) ~~\_\_\_\_\_ any other person who is a member of a class of persons prescribed in subsection 23.1(1) of the *Employment Insurance Act* (Canada);~~
- (c) ~~\_\_\_\_\_ Care or support to a family member means:~~
  - (i) ~~\_\_\_\_\_ providing psychological or emotional support;~~
  - (ii) ~~\_\_\_\_\_ arranging for care by a third party; or~~
  - (iii) ~~\_\_\_\_\_ directly providing or participating in the care.~~
- (d) ~~\_\_\_\_\_ Compassionate care leave may be taken over one or more periods. Each period of compassionate care leave must be at least one (1) week.~~
- (e) ~~\_\_\_\_\_ If one or more family members who are employees apply for compassionate care, Deputy Heads will review operational requirements.~~
- (f) ~~\_\_\_\_\_ When requesting compassionate care, an employee must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.~~
- (g) ~~\_\_\_\_\_ If the family member dies while an employee is on leave without pay for compassionate care, the leave without pay for compassionate care ceases. The employee must contact their supervisor and may request special leave.~~

Amend ARTICLE 21.09 as follows:

#### DOMESTIC VIOLENCE LEAVE

- 21.09 (1) The Employer recognizes that employees or their dependent child as defined in article 2.04(i) may face situations of violence or abuse in their personal life that may affect their attendance and performance at work. **For the purposes of this Article, “dependent child” includes a child who does not reside with the employee.**
- (2) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave with pay up to three (3) **ten (10) days (five (5) days paid, and five (5) days unpaid)** per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security. **There shall be no carryover of unused Domestic Violence Leave from one fiscal year to the next.**
- (3) **Employees may access up to fifteen (15) additional weeks of unpaid domestic violence leave in a 52-week period.**
- (4) This leave may be taken as consecutive or single days or as a fraction of a day, with request for approval being sought as soon as is reasonable.
- (5) **Paid Leave in excess of three (3) five (5) days per fiscal year for the purposes of Article 21.09 (1) may only be granted with the Employer’s approval and such approval shall not be unreasonably denied. Excess leave granted under this provision, but not used, shall not be carried forward from one fiscal year to the next. There shall be no carryover of unused Domestic Violence Leave from one fiscal year to the next.**

- (6) All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.
- (7) The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace **within six (6) months of ratification of this Collective Agreement**. The policy will be made accessible to all employees. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all. The policy shall also address the issue of workplace accommodation for employees who have experienced domestic violence and include provisions for developing awareness through the training and education of employees.

Amend ARTICLE 32 as follows:

- 32.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.
- 32.02 An employee who is laid-off following the signing of this Agreement may request one of the following options:
  - (a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. The lay-off can request this payment be made bi-weekly to extend employment or in annual instalments. The total amount of severance pay which may be paid under this sub-clause shall not exceed 65 weeks of pay.
  - (ii) The Employer may waive the requirement to work the **twenty-one (21) week** ~~three month~~ notice period or portion thereof and provide ~~13~~ **21** weeks pay, or appropriate portion thereof in lieu:
    - (1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for **twenty-one (21) weeks**. ~~three months~~.
    - (2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the **twenty-one (21) week** ~~three month~~ priority staffing status;
- or;
- (b) (i) Severance Priority - The lay-off shall receive severance pay of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub clause shall not exceed 28 weeks of pay.
- (ii) The lay-off shall be provided priority staffing for eighteen (18) months from the last day of the **twenty-one (21) week** lay-off notice period. Where a lay-off accepts an appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus **twenty-one (21) weeks**. ~~three (3)~~

~~months.~~ At no time will the length of the priority status be less than eighteen (18) months.

(iii) The Employer may waive the requirement to work the **twenty-one (21) week** ~~three month~~ notice period or portion thereof and provide ~~43~~ **21** weeks pay, or appropriate portion thereof in lieu:

(1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for **twenty-one (21) weeks.** ~~three months.~~

(2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the **twenty-one (21) week** ~~three month~~ priority staffing status;

or;

(c) Retraining - The lay-off shall, during the **twenty-one (21) week** ~~3-month~~ notice period be eligible for this option if:

(i) the lay-off has three (3) years of continuous service;

(ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and

(iii) the employee and the Employer agree that the retraining can be completed within 12 consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university. Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which she/he was retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

(d) Education Assistance - The lay-off may be eligible to apply for this option if:

(i) the lay-off has 3 years of continuous employment.

(ii) the proposed program of study relates to positions within the Government.

(iii) the lay-off provides proof of acceptance in an educational program. The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to twelve months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.



Education assistance may be paid out over a term longer than twelve months to permit the lay-off to attend two consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

32.03 In the case of an employee who is laid-off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.

32.04 In the case of a term employee, which is a person other than an indeterminate employee who is employed in excess of four months, who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

#### RESIGNATION, RETIREMENT AND DEATH

32.05 Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.07 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment.

#### TERMINATION FOR HEALTH REASONS

32.06 This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:

- (a) the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
- (b) when employment is terminated under this Clause the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

#### DISMISSAL, ABANDONMENT OF POSITION

32.07 An employee who is dismissed for cause from the Public Service or who has been declared to abandon his/her position shall not be entitled to severance pay.

#### VOLUNTARY SEPARATION

32.08 In the case of an employee terminated under Voluntary Separation the employee is eligible to severance as follows:

<u>Complete Years of Continuous Service</u>	<u>Weeks of Pay at Regular Rate of Pay</u>
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15-plus	30

Amend ARTICLE 33 as follows:

### LAY-OFF AND RETENTION

- 33.01 When the Employer is contemplating a reduction in the workforce of five (5) or more employees, it shall inform the Union at least three (3) 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.

#### Lay Off Process

- 33.03 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions shall apply:
- (a) 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.
  - (b) Each employee shall be given **twenty-one (21) weeks** ~~eight (8) weeks~~ **of layoff notice in writing of the effective date of their layoff.** ~~Affected notice in writing that he/she is subject to layoff.~~
  - (c) **The Employer will meet with each employee at the time written notice is given, and again within seven (7) calendar days to review the employee's resume, skills, abilities and qualifications and allow the employee to provide additional documentation beyond that which is on the employee's file. The employee may express an interest in job opportunities which are not considered a reasonable job offer under this Collective Agreement. An employee may decline an opportunity that is not a reasonable job offer without any impact on the employee's priority status. The employee is entitled to Union representation at all such meetings.** ~~each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;~~
  - (d) **All employees who receive layoff notice will be provided with instructions on how to access posted vacancies, and how they can receive automated notice of postings in areas of interest. The Employer will continue to provide employees with notice of job opportunities they have expressed interest in.** ~~every employee shall be entitled to options in accordance with the provisions in Article 32;~~ **The Employer will ensure that employees who do not have access to a computer or require assistance in accessing email are able to review and access postings in their areas of interest**
  - (e) **An employee on the priority staffing list who has the skills, abilities and qualifications for a job or can successfully obtain the skills, abilities and qualifications for the job within one year of training, shall be awarded the position. Where the employee requires training, the appointment shall be conditional on the successful completion of the required training within one year. If more than one**

**employee on the priority staffing list has the qualifications, skills and abilities, the Employer will conduct a limited competition from amongst those employees.**

- (f) Every employee shall be entitled to options in accordance with the provisions in Article 32 **Employees shall advise the Employer at any time within the twenty-one (21) week period of the option they have selected, which will be effective at the end of the twenty-one (21) week period if at that time they have not received a reasonable job offer or have not accepted another position.**
- (g) Every employee subject to being laid-off shall, during the **twenty-one (21) week layoff notice period** ~~eight (8) week affected period and 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;
- (h) 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.
- (i) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(t) and will receive severance in accordance to either Article 32.05 or 32.06;
- (j) 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.

33.04 An employee who receives a notice under Articles 33.03 (b) ~~and 33.03 (c)~~ shall be given 24 hours advance notice of the meeting at which lay-off notices to be given. The employee will be advised that he/she is entitled to have Union representation at the meeting.

33.05 Prior to initiating a competition for any vacant position, the Department of Finance must identify individuals on the staffing priority list who have the necessary qualifications for the position, or for employees subject to lay-off who could have the necessary qualifications with one year's training or less.

33.06 The Employer shall provide the Union, on a semi-annual basis, with the names of those employees on the staffing priority list occupying positions whose incumbents are members of the Union.

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

### **Dispute Resolution Process**

33.08 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 **a mutually agreed** upon Lay-off Dispute Officer.

33.09 The following timelines will apply to this appeal process:

- (a) An appeal must be received by the Deputy Minister 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.

- (b) The Deputy Minister responsible for the *Public Service Act* 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:
  - a. The Union
  - b. The GNWT
  - c. 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.

33.10 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.

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

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

33.13 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.

Amend ARTICLE 37.20 as follows:

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

(a) Main Arbitrators:

Thomas Jolliffe  
John Moreau  
~~Allen Ponak~~

Irene Holden  
Andrew Sims  
Richard Coleman  
Amanda Rogers  
Janet Alexander-Smith

(b) Supplementary Arbitrators:

David Tettensor  
Robert Blasina  
Adrian Wright  
Janet Alexander-Smith

Amend ARTICLE 58.01 as follows:

58.01 The term of this Agreement shall be ~~five (5)~~ **two (2)** years, from April 1, ~~2016~~ **2021** to March 31, ~~2021~~. **2023**.

The pay schedules contained in Appendix B shall be effective April 1, ~~2016~~ **2021**. All other provisions of this Agreement shall take effect **on the date of ratification**, ~~thirty (30) calendar days from the issuance of the March 22, 2019 Collective Bargaining Report and Binding Recommendations~~, unless another date is expressly stated.

Amend APPENDIX A2 Corrections Officers as follows:

**DUTY TRAVEL**

**A2.10 While on duty travel, the standard for accommodation is a single room whenever possible, in a safe environment, conveniently located and comfortably equipped. Employees shall not be required to share accommodation.**

**UNIFORMS AND PROTECTIVE CLOTHING**

**A2.11 All Corrections Officers will be supplied with a complete uniform and duty belt upon commencement of employment. Uniforms will include, but not be limited to, all related duty gear and accessories.**

**An annual boot allowance of \$250 will be provided.**

**Additionally, Corrections Officers at the North Slave Correctional Complex, and all officers performing security escorts, shall be provided with slash vests.**

**A2.12 The Employer will consult meaningfully with Corrections Officers on future changes to issued uniforms and duty equipment. Employees who are on strength September 1<sup>st</sup> will receive the footwear allowance on the employee's first pay in September.**

Amend APPENDIX A6 Social Justice Fund as follows:

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. Fifty per cent of the Employer's contributions will be allocated to the NWT United Way.**

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.

New MOU as follows:

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

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Notwithstanding the provisions of Article 41.02, the parties agree that due to the unprecedented circumstances of the COVID-19 pandemic, employees in communities that experienced decreases in the Northern Allowance shall continue to be paid the fiscal 2020-2021 Northern Allowance rates for their communities for the life of this agreement.

The Annual rates for Northern Allowance effective April 1, 2021 up to and including March 31, 2023 are as follows:

Aklavik	22,926
Behchoko (Edzo)	5,517
Colville Lake	29,787
Dawson City	7,672
Deline	28,050
Dettah	3,713
Enterprise	5,317
Fort Good Hope	27,491
Fort Liard	7,803
Fort McPherson	20,725
Fort Providence	9,021
Fort Resolution	14,167
Fort Simpson	12,785
Fort Smith	7,374
Gameti	16,394
Hay River	5,282
Hay River Reserve Dene 1	5,300
Inuvik	15,279
Iqaluit	24,054
Jean Marie River	14,840
Kakisa	8,931
Lutselk'e	17,852
Nahanni Butte	19,580
Norman Wells	21,402
Paulatuk	34,816
Sachs Harbour	35,507
Sambaa K'e (Trout Lake)	26,521
Tsiigehtchic	21,844
Tuktoyaktuk	20,436
Tulita	25,988
Ulukhaktok	40,433

<b>Wekweeti</b>	<b>16,134</b>
<b>Whati</b>	<b>16,059</b>
<b>Wrigley</b>	<b>19,297</b>
<b>Yellowknife</b>	<b>3,700</b>

The annual rates for each community will be updated on April 1, 2023 in accordance with the existing methodology.

New MOU as follows:

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

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Notwithstanding the provisions of Article 18.04 (Carry Over Provisions), the parties agree that due to the COVID-19 pandemic, vacation leave that can be carried over by employees will be extended, in addition to the limits set out in Article 18.04 up to 37.5 hours or 40 hours, based on each employee's normal work hours to the amount of vacation leave credits earned by each employee in the fiscal year 2020-2021; and up to an additional 37.5 hours or 40 hours of vacation leave credits earned by employees in the fiscal year 2021-2022.

Vacation leave carried over in excess of the amount provided for in Article 18.04 shall be liquidated in cash in the month of June 2023.

New LOU as follows:

**LETTER OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS**

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In recognition of the unprecedented impact of the COVID-19 pandemic and subsequent public health orders issued by the Chief Public Health Officer of the Northwest Territories, the parties agree that COVID-19 related sick leave and special leave will no longer draw from employees' existing sick leave and special leave banks.

The Employer has introduced new COVID-19 paid sick leave and New COVID-19 special isolation leave codes.

Time previously entered as sick leave or special isolation leave due to COVID-19 will be reinstated in employees' respective leave banks.

New MOU as follows:

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

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The GNWT and the Union of Northern Workers (UNW) agree to form a Consultative Working Group that will comprise up to five (5) members from the GNWT and five (5) members from the UNW. The purpose of the Working Group will be to ensure that the UNW is aware of and meaningfully consulted on, the College's transformation to a polytechnic university.

The Consultative Working Group shall meet within sixty (60) days of the signing of this Collective Agreement, and shall meet quarterly, or more frequently, as requested by either party.

The Working Group will review and make recommendations to the appropriate body with respect to:

- Any necessary modification to job classifications or the creation of new job classifications;
- Professional development;
- Professional designations;
- Workload;

Additionally, the Working Group may identify and make recommendations regarding potential collective agreement amendments impacting the matters listed above or any matters related to the College's transformation which could affect the terms and conditions of employment for UNW members.

The Employer will immediately communicate anticipated transition timelines to the Consultative Working Group.

Nothing in this Memorandum of Understanding is intended to amend or restrict the current Collective Agreement rights of either party, which will remain in full force and effect.

New MOU as follows:

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

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The parties agree that the following issues will be brought to Senior Joint Consultation in accordance with Article 55 -- Joint Consultation.

1. No later than September 30, 2021, the parties will meet to meaningfully consult on the Employer's draft remote work policy and shall attempt to arrive at mutually agreeable solutions.



2. **No later than October 31, 2021, the parties will meet to meaningfully consult on how to implement anti-racism, employment equity and affirmative action programs, including but not limited to the Indigenous Recruitment and Retention Framework and the Diversity and Inclusion Framework. The parties will also attempt to mutually agree on meaningful participation of the Union on the Government's Diversity Committee.**

## **Appendix B!**

General wage increases applied to Appendix B1 to be provided as follows:

Retroactive to April 1, 2021 – 1.5%

Effective April 1, 2022 – 1.5%