

MEMORANDUM OF AGREEMENT

**BETWEEN
THE GOVERNMENT OF THE NORTHWEST TERRITORIES
(Employer)**

**And the
UNION OF NORTHERN WORKERS
(Union)**

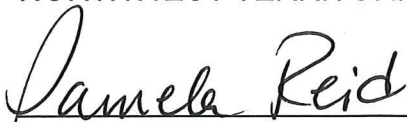
Regarding

**Temporary market supplement for:
Registered Nurses,
Nurse Practitioners,
Midwives,
Licensed Practical Nurses, and
Medical Laboratory Technologists (I or II)**

The Parties have reached agreement on a Temporary Labour Market Supplement as set out in the following pages of this Memorandum of Agreement.

Signed at Yellowknife on this 29 day of September 2022.

**GOVERNMENT OF THE
NORTHWEST TERRITORIES**



Pamela Reid
Director, Labour Relations

**THE UNION OF NORTHERN
WORKERS**



Gayla Thunstrum
President, Union of Northern Workers

1. This MOU addresses retention and recruitment of employees in the following positions:
 - Registered Nurses;
 - Nurse Practitioners;
 - Midwives;
 - Licensed Practical Nurses; and
 - Medical Laboratory Technologists (I and II) (together the “Eligible Positions”)
2. The parties agree that to assist in the recruitment and retention of employees in Eligible Positions, the Employer agrees to pay a temporary market supplement as outlined below.
3. In this agreement, “Eligible Employees” include all those employees occupying or hired into full-time or part-time, term or indeterminate Eligible Positions. For clarity, this does not include casual employees. Relief employees shall be eligible only in accordance with the specific provisions set out below.
4. All payments are made on a one-time lump sum basis and subject to mandatory deductions in accordance with the Income Tax Act.
5. All payments are prorated for part-time positions.
6. All payments are subject to repayment, should the employee not complete one-year of further continuous service in the position, or another Eligible Position, after receiving payment. The repayment requirement is equivalent to the amount received less an amount prorated to align with actual service provided. For the purposes of this agreement, “continuous service” includes periods of approved paid leave but does not include periods of unpaid leave greater than thirty (30) consecutive calendar days. For clarity, “paid leaves” are deemed to include Injury on Duty Leave and Time off for Union Business, except for leave provisions under Article 12.09 of the Collective Agreement. Where continuous service is interrupted by a period of unpaid leave, the Eligible Employee may satisfy the continuous service requirement through the provision of additional service immediately following their leave.
7. Effective October 1, 2022, upon initial hire, recruitment payments shall be made in the following amounts:
 - a) \$5,000 to Eligible Employees hired into positions as a Registered Nurse, Nurse Practitioner or Midwife in Yellowknife; or
 - b) \$6,000 to Eligible Employees hired into positions as a Registered Nurse, Nurse Practitioner or Midwife in Fort Smith and Inuvik; or
 - c) \$7,000 to Eligible Employees hired into positions as a Registered Nurse, Nurse Practitioner or Midwife in any other community.

8. All employees having received recruitment payments per #7 will be afforded a subsequent payment of the same amount (dependent upon their location) once they have completed one year of continuous service in an Eligible Position and remain subject to the conditions of #6 for one additional year from the date of payment.
9. All eligible employees as recognized in #1 above, employed as of October 1, 2022, shall receive, as soon as practicable:
 - a) \$5,000 if they are employed in Yellowknife, or
 - b) \$6,000 if they are employed in Fort Smith and Inuvik, or
 - c) \$7,000 if they are employed in any other community.
10. All Eligible Employees who remain employed from the date of execution until October 1, 2023, shall receive the retention lump sum provided in # 9 above.
11. All Eligible Employees who are on an unpaid leave of absence (including maternity and parental leave, compassionate care leave and domestic violence leave) effective October 1, 2022 shall receive the retention lump sum enumerated in #9 above on their return from leave to active service in an eligible position, as long as this return commences no later than October 1, 2024.
12. All Eligible Employees who are on an unpaid leave of absence (including maternity and parental leave; compassionate care leave and domestic violence leave) effective October 1, 2023 shall receive the retention lump sum enumerated in #9 above on their return from leave to active service in an eligible position, as long as this return commences no later than October 1, 2025.
13. Should an Eligible Employee become casual during the time this MOU is in effect, they are indebted to the Employer for the amount received less an amount prorated to align with actual service provided in the term or indeterminate full-time or part-time position.
14. Should a term employee have less than one year remaining in their term assignment on October 1, 2022 or on October 1, 2023, the lump sum payment shall be pro-rated for the balance of the term appointment. This shall not prevent a term employee from receiving the labour market supplement for an additional term appointment during the period of time covered by this agreement.
15. Relief employees in Eligible Positions may be eligible for payments under this agreement on the following terms:
 - a) Relief employees employed in Eligible Positions between October 1, 2022 and September 30, 2023 shall be entitled to a retention payment in accordance with #9 to be paid as soon as possible after October 1, 2023. Payment shall

be prorated to active hours of service provided from October 1, 2022 to September 30, 2023 (1 FTE equals 1950 hours), with a minimum of 975 relief hours per year worked in an Eligible Position (50%);

- b) Relief employees employed in Eligible Positions between October 1, 2023 and September 30, 2024 shall be entitled to a retention payment in accordance with #9 to be paid as soon as possible after October 1, 2024. Payment shall be prorated to active hours of service provided from October 1, 2023 to September 30, 2024 (1 FTE equals 1950 hours), with a minimum of 975 relief hours worked per year in an Eligible Position (50%).
16. Eligible employees may decline to receive any payment under this agreement by providing written notice to their manager.

This Memorandum of Understanding remains in effect until October 1, 2024. It may be amended or extended by mutual consent of both parties.