

IN THE MATTER OF AN ARBITRATION

BETWEEN:

UNION OF NORTHERN WORKERS
which is a component of the
PUBLIC SERVICE ALLIANCE OF CANADA

(The "Union")

AND:

GOVERNMENT OF THE NORTHWEST TERRITORIES

(The "Employer")

POLICY GRIEVANCE # 23-P-GNWT-03007

("AGENCY NURSES")

CONSENT AWARD

WHEREAS the Union submitted policy grievance # 23-P-GNWT-03007 – Agency Nurses, at the Final Level, on December 15, 2022, under the auspices of the Collective Agreement that expired on March 31, 2023;

AND WHEREAS the Union and the Employer negotiated and executed two Memoranda of Understanding in 2004 (the "2004 MOU") addressing the Employer's use of Agency Nurses;

AND WHEREAS the 2004 MOU dealt with the use of Agency Nurses in Hospital Units and Health Centres;


AND WHEREAS the Union and the Employer negotiated and executed a subsequent Memorandum of Understanding entitled "COVID-19 Agency Health Care Workers" that was executed on August 31, 2021 and expired on March 31, 2022;

NOW THEREFORE, the parties agree as follows:

1. A declaration is made that the 2004 MOU, attached as Schedule I to this Award, remains in full effect and is binding on the parties and may be subject to the grievance process.
2. A declaration is made that, from April 1, 2022 until the date of this Consent Award, the Employer engaged the services of Agency Nurses in a manner other than what is contemplated in the 2004 MOU, and, as such, has breached the 2004 MOU.
3. As remedy to resolve grievance #23-P-GNWT-03007, the parties shall proceed as follows:
 - a. On or before September 1, 2024, the Union may identify any bargaining unit member who was directly affected (meaning, who applied for or otherwise formally expressed interest in a position for which an agency nurse was retained instead of the member) by the Employer's use of agency nurses between April 1, 2022 and the date of this Award. The parties agree that the named individuals may invoke the staffing appeal process as set out at section 0109 of the Human Resource Manual to challenge the use of an agency nurse instead of the bargaining unit member who applied for the same job posting, to the extent that the original, or equivalent, position on which the directly affected bargaining unit member had applied is still available. For the purposes of applying this particular relief, the requirements set out at sections 2a and 13 of the staffing appeal shall not be enforceable.
 - b. Pursuant to the 2004 MOU, the Employer will provide to the Union the requisite information regarding each agency nurse utilized by the Employer for bargaining unit work. Such information shall include an identifier for each agency nurse that allows the Union to monitor such usage while preserving the Employer's obligations regarding the disclosure of confidential information.
 - c. The parties agree that they will raise disputed issues related to the 2004 MOU at the Working Group before invoking the collective agreement dispute mechanism.
 - d. Pursuant to paragraph 5 of the 2004 MOU, the parties will immediately re-establish the Working Group. Either party may demand the Working Group convene on ten days notice to the other party, subject to the availability of the parties. The Working Group will provide recommendations to the Employer and the Union with respect to the

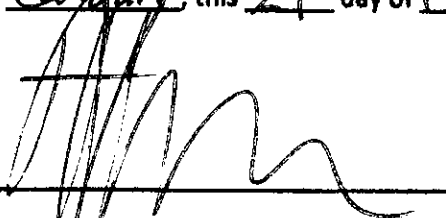
exceptional / extraordinary situations where the parties agree agency nurses may be used as a last resort. The Working Group will also provide recommendations to the Employer and the Union concerning the metrics by which these exceptional / extraordinary situations are determined. The parties agree to convene the Working Group within thirty (30) days of the signing of this Award.

DATED at Yellowknife, NT this 25 day of April, 2024.


Gayla Thunstrom for the Union

Pamela Reid
Pam Reid for the Employer

Dated at Calgary, this 24th day of April, 2024.


Thomas Jolliffe, K.C., Arbitrator

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

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.



Todd Parsons
President
Union of Northern Workers




Date Aug 17/04

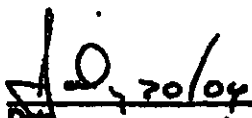


D.J. (Dave) Murray
Deputy Minister
Health and Social Services

Date



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



Date 20/04


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

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.
4. If unforeseen exceptional/extraordinary situations arise, the Employer will provide

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Todd Parsons
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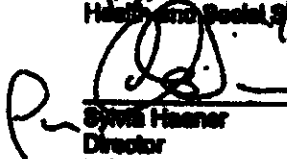


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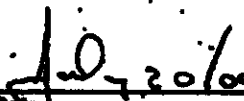


D.J. (Dave) Murray
Deputy Minister
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Date



Sylvia Haener
Director
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