## Government of the Northwest Territories



## FINAL SETTLEMENT OFFER

FOR A

COLLECTIVE AGREEMENT

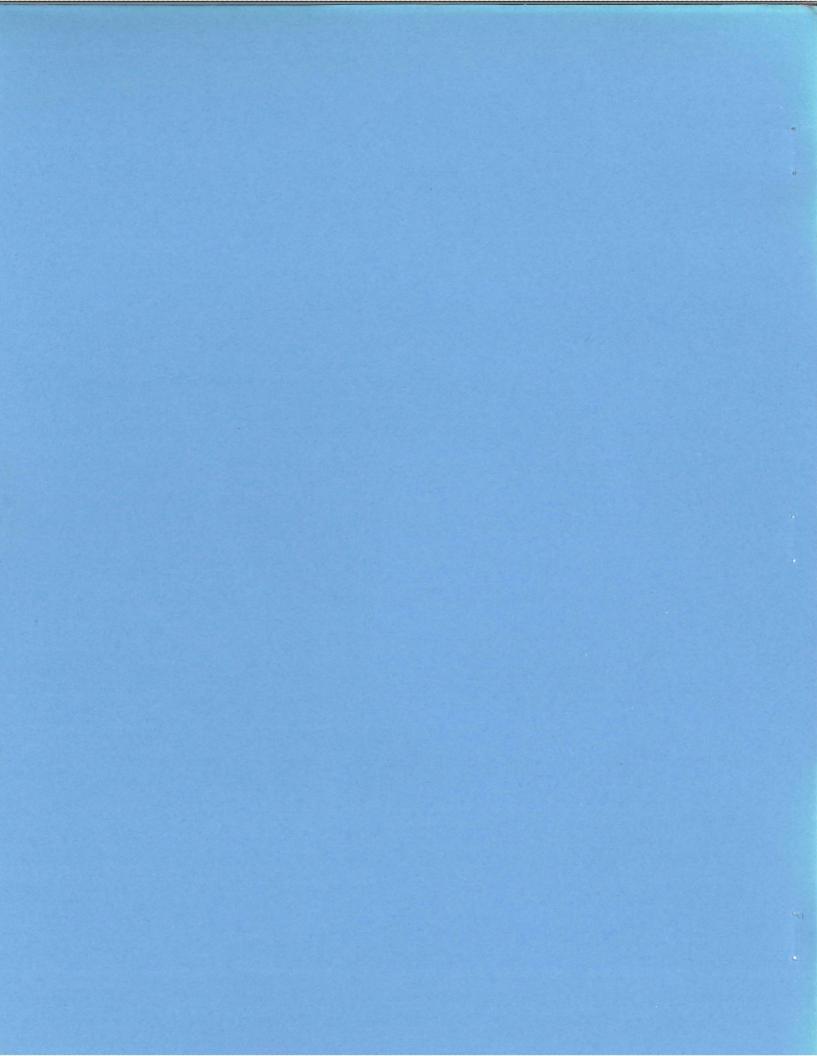
WITH THE

UNION OF NORTHERN WORKERS

April 1, 1998 to March 31, 2000

N.W.T. LEGISLATIVE LIBRARY MAY 2 1 1998

Yellowknife, N.W.T.





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Territories Financial Management Board Secretariat

MAY 0 8 1998

Ms. Jackie Simpson President Union of Northern Workers Suite 200, 5112-52ND STREET YELLOWKNIFE NT X1A 1T6

Dear Ms. Simpson:

Final Settlement Offer for a Collective Agreement for the period April 1, 1998 to March 31, 2000.

On February 2, 1998 the GNWT tabled its opening proposal which included the implementation of the Hay Job Evaluation System and the use of the point ratings for all positions to resolve both the past and future aspects of the pay equity complaint.

It remains the firm position of the GNWT that the rates of pay in the Collective Agreement must be based on a job evaluation system that uses skill, effort, responsibility and working conditions to assess the value of work performed as required under the *Canadian Human Rights Act*. The GNWT has provided point ratings for all positions based on these criteria using the Hay Job Evaluation System. Using these point ratings to determine rates of pay is the only means available to the parties to conclude a new Collective Agreement to replace the Collective Agreement that expired on March 31, 1998.

It also remains the firm position of the GNWT that any new Collective Agreement must include a full and final settlement of the pay equity complaint. The UNW's allegation that the rates of pay negotiated by the UNW and the GNWT at collective bargaining are discriminatory has gone on for too long. It is time for the parties to resolve past differences and look to the future.

The purpose of this letter is to set out a final settlement offer for a Collective Agreement for the period April 1, 1998 to March 31, 2000 and invite the UNW to present this final settlement offer to its members for a vote. The highlights of the terms of the final settlement offer are as follows:

- 2% to 31% wage increases for 1998/99.
- 2% wage increase for 1999/2000.
- Up to 5% in performance increments or bonus pay annually in recognition of outstanding contributions and achievements.





- \$790 to \$33,199 in pay equity payments for employees in female dominated positions where there were unexplained differences in pay when compared with the pay for employees in male dominated positions. These payments go beyond what the GNWT is legally obligated to pay. The payments are for the purpose of concluding a settlement to the Pay Equity complaint.
- \$421 to \$4,096 increases in Northern Allowances rates for employees in communities where the cost of living has increased.
- An additional \$500 Northern Allowance bonus for employees on strength from signing of the Collective Agreement to December 31, 1998. The bonus will also be available for employees on strength for the entire 1999 calendar year.
- Five mandatory leave without pay days for continuous employees on the same basis as employees in non-continuous operations.
- Special review process for employees to address any concerns they may have with the evaluations for their positions.
- Joint union and management study of the Hay Job Evaluation System to evaluate the effectiveness of its implementation for meeting organization objectives and to make recommendations as appropriate for improvements to the system.
- A process for salary conversion where salaries will only increase. There will be
  no salary decrease for any employee as a result of the conversion to the Hay Job
  Evaluation system.
- All provisions that the parties signed off during collective bargaining.

The details of the GNWT final settlement offer are set out in the "Attachment" to this letter.

The premise for the final settlement offer is, as stated earlier, that the allegation of pay discrimination has gone on for far too long. It is time to bring closure to this issue and to set a reasonable foundation for the future. The final settlement offer represents the GNWT's best effort to address the issues raised by the UNW. The final settlement offer is fair and reasonable. The total cost of the final offer is slightly over the \$40,000,000 budget allocated for achieving a negotiated collective agreement and solving the pay equity complaint.

I would like to take this opportunity to formally express my thanks and appreciation for the professional manner in which you, your negotiator, Mr. Anh-Tuan Truong, and your committee conducted these negotiations. Everyone worked extremely hard to try and find mutually acceptable solutions to problems that we were asked to solve. We were able to solve most of the problems before us by taking a professional approach to these negotiations. Unfortunately, there were some problems we were unable to resolve despite our very best efforts. It is now up to employees to decide whether to accept or reject the final settlement offer.

Yours sincerely

Herb Hun Director

Labour Relations and Compensation

Attachments

## **Highlights of Final Settlement Offer**

#### 2% to 31% Wage Increase

guarantees 2% minimum increase for ail employees in 1998-1999

### 2% Wage Increase for 1999-2000

• 2% increase across the board for all employees in 1999-2000

### \$790 to \$33,199 for Pay Equity

 Payments of between \$790 and \$33,199 for employees in female dominated positions where there are unexplained differences in pay when compared to employees in male dominated positions. The legal obligation is to pay employees in specific female jobs the same as employees in specific male jobs. The offer is made for the purposes of concluding a negotiated settlement.

#### 5% Performance Pay Bonus

• Employees may earn up to 5% in performance increments or bonus increases annually in recognition of outstanding contributions and achievements.

## Special Review Processes for the New Job Evaluation System

- · addresses employee concerns regarding point ratings
- joint Union/GNWT study to ensure ongoing equity in the future
- salaries will remain the same or increase if these reviews result in point rating changes

## \$421 to \$4,096 Northern Allowance Increase

 Increases of between \$421 and \$4096 in communities where the cost of living has increased compared to Yellowknife. It includes a new amount to offset the cost of living in recognition of the lack of options in the smaller and remote communities.

## \$500 Northern Allowance Lump Sum

- A special Northern Allowance lump sum of \$500 for all employees who remained with the GNWT from the signing of the new agreement to December 31, 1998.
- A \$500 lump sum for all employees who remain on strength for 1999.

## **Highlights of Final Settlement Offer**

## **Mandatory Leave Days for All**

 This addresses an equity concern and provides continuous employees with the five mandatory leave days on the same basis as provided to noncontinuous employees.

#### 10% & 14% Increase to Shift Premiums

- addresses the concerns of shift workers
- 10% increase for hours worked between 4:00 p.m. and midnight
- 14% increase for hours worked between midnight and 8:00 a.m.

### **Dental Therapists Now School Year Employees**

 resolves a long standing issue regarding hours of work for Dental Therapists while maintaining wages

## Joint Child Care Study

 a joint Union/GNWT study to look at ways of enhancing child care in the Northwest Territories while supporting the development of a northern workforce

## **Workplace Conflict Resolution Training**

- proactive training for employees on workplace conflict resolution
- implementation of a new Workplace Conflict Resolution Policy

## Many Other Collective Agreement Improvements

- expanded Medical Travel Assistance benefits
- increased special leave cap
- new article to address the prevention of violence in the workplace
- increased benefits for removal on initial appointment and transfers
- more effective and timely grievance process
- written reasons for denial of annual leave to be provided to employees
- increased responsibility allowance for Health Care Workers

#### APPENDIX B

#### PAY SCHEDULES

The parties agree that the rates of pay in Appendix B1 are supported by a bias free job evaluation system and provide equal pay for work of equal value. The rates of pay in Appendices B2-B4 reflect the annual rates of pay based on the applicable standard weekly hours.

The employer shall phase in the conversion from the March 31, 1998 pay plans to the new pay plans as follows:

- Employees whose March 31, 1998 salaries are less than or equal to the salaries on the new pay schedule will be placed on the new pay schedule at the steps on the new pay ranges that correspond to the steps on the old pay ranges (e.g. If the employee is currently at step 3, the employee will be placed at step 3 on the appropriate pay range on the new schedule.)
- Employees whose March 31, 1998 salaries are greater than the salaries on the new pay schedules will have their current salary level protected by a "conversion salary". This "conversion salary" will make up the difference between their March 31, 1998 salary and their salary on the new pay plan and will be received in addition to their base salary. As employees progress through the steps on the new grid this "conversion salary" will continue to be added to their base salary.
- Future increases to the new pay grids will correspondingly reduce the conversion salary, therefore gradually eliminating the "conversion salary".

#### Note:

- Employees whose jobs have not changed but whose point ratings are changed after implementation as a result of an evaluation review will have their salaries re-adjusted effective April 1, 1998 in accordance with the process set out in Article 24.08 dealing with re-evaluations.
- College Instructors will move to the step on the new grid that corresponds to their step on the College Instructor's Grid. Instructors at steps higher than step six will be placed on step 6 of the new grid.

The parties agree that for the period April 1, 1998 to March 31, 1999, employees will receive a minimum increase of 2% as follows:

- Employees whose March 31, 1998 annual salaries are greater than the April 1, 1998 annual salaries will be paid an annual amount equivalent to 2% of their March 31, 1998 annual salaries which will not be added to their March 31, 1998 salaries but which will be paid in bi-weekly installments for the period April 1, 1998 to March 31, 1999.
- Employees whose April 1, 1998 annual salaries are greater than their March 31, 1998 salaries by less than 2% will be paid an annual amount equivalent to 2% of their March 31, 1998 salaries less the difference between their April 1, 1998 and their March 31, 1998 salaries which will not be added to their April 1, 1998 salaries but which will be paid in bi-weekly installments for the period April 1, 1998 to March 31, 1999.

All employees, except casuals, shall take five days mandatory leave. Where the Employer is able to shut down its operations, this leave will be taken between December 19<sup>th</sup> and January 5<sup>th</sup> on days set by the Employer. Where the Employer is unable to shut down its operations, the leave will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.

Employees cannot be granted leave with pay or lieu time on the five mandatory leave days in which the operations are shut down by the Employer or which are scheduled in advance by the Employer and the employee.

Employees will have 1.92% deducted from their bi-weekly pay cheque. This amount will be used to annualize the cost of the leave on employees' pay and will be paid to employees over the period of leave.

Employees who do not work the full year and who have not taken any of the leave will have their gross salary reduced by 1.92%.

## APPENDIX B1 HOURLY RATES OF PAY Effective April 1, 1998

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
92	101	1	12.92	15.52	15.92	16.33	16.74	17.17	17.61
102	112	2	13.43	16.03	16.44	16.86	17.30	17.74	18.20
113	124	3	14.01	16.61	17.03	17.47	17.92	18.38	18.85
125	137	4	14.54	17.14	17.58	18.03	18.50	18.97	19.46
138	151	5	15.13	17.73	18.18	18.65	19.13	19.62	20.12
152	166	6	15.68	18.28	18.75	19.23	19.72	20.23	20.74
167	183	7	16.27	18.87	19.35	19.85	20.36	20.88	21.41
184	201	8	16.89	19.49	19.99	20.50	21.03	21.57	22.12
202	221	9	17.50	20.10	20.62	21.15	21.69	22.25	22.82
222	243	10	18.14	20.74	21.27	21.82	22.38	22.95	23.54
244	267	11	18.80	21.40	21.95	22.51	23.09	23.68	24.29
268	293	12	21.47	24.07	24.69	25.32	25.97	26.63	27.32
294	322	13	22.41	25.01	25.65	26.31	26.99	27.68	28.39
323	354	14	23.44	26.04	26.70	27.39	28.09	28.81	29.55
355	389	15	24.47	27.07	27.76	28.48	29.21	29.96	30.72
390	427	16	25.57	28.17	28.89	29.63	30.39	31.17	31.97
428	469	17	26.69	29.29	30.04	30.81	31.60	32.41	33.24
470	515	18	27.86	30.46	31.24	32.04	32.86	33.71	34.57
516	565	19	29.07	31.67	32.48	33.32	34.17	35.05	35.94
566	620	20	30.31	32.91	33.76	34.62	35.51	36.42	37.35
621	680	21	31.62	34.22	35.10	36.00	36.92	37.87	38.84
681	746	22	32.97	35.57	36.49	37.42	38.38	39.37	40.38
747	818	23	34.38	36.98	37.92	38.90	39.89	40.92	41.97
819	897	24	35.82	38.42	39.41	40.42	41.45	42.52	43.61
898	983	25	37.34	39.94	40.96	42.01	43.09	44.19	45.33

## APPENDIX B1 Hourly Rates of Pay Effective April 1, 1999

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
92	101	1	13.23	15.83	16.24	16.65	17.08	17.52	17.97
102	112	2	13.75	16.35	16.77	17.20	17.64	18.10	18.56
113	124	3	14.34	16.94	17.37	17.82	18.27	18.74	19.22
125	137	4	14.89	17.49	17.93	18.39	18.87	19.35	19.85
138	151	5	15.48	18.08	18.55	19.02	19.51	20.01	20.52
152	166	6	16.04	18.64	19.12	19.61	20.11	20.63	21.16
167	183	7	16.64	19.24	19.74	20.24	20.76	21.30	21.84
184	201	8	17.28	19.88	20.39	20.91	21.45	22.00	22.56
202	221	9	17.91	20.51	21.03	21.57	22.12	22.69	23.27
222	243	10	18.56	21.16	21.70	22.26	22.83	23.41	24.01
244	267	11	19.23	21.83	22.39	22.96	23.55	24.15	24.77
268	293	12	21.94	24.54	25.17	25.81	26.47	27.15	27.85
294	322	13	22.90	25.50	26.15	26.82	27.51	28.21	28.94
323	354	14	23.94	26.54	27.22	27.92	28.64	29.37	30.12
355	389	15	25.00	27.60	28.30	29.03	29.77	30.54	31.32
390	427	16	26.11	28.71	29.45	30.21	30.98	31.78	32.59
428	469	17	27.26	29.86	30.63	31.41	32.22	33.04	33.89
470	515	18	28.45	31.05	31.85	32.67	33.50	34.36	35.24
516	565	19	29.69	32.29	33.11	33.96	34.83	35.73	36.64
566	620	20	30.95	33.55	34.41	35.29	36.20	37.13	38.08
621	680	21	32.29	34.89	35.78	36.70	37.64	38.61	39.60
681	746	22	33.67	36.27	37.20	38.15	39.13	40.13	41.16
747	818	23	35.09	37.69	38.66	39.65	40.67	41.71	42.78
819	897	24	36.57	39.17	40.17	41.20	42.26	43.34	44.45
898	983	25	38.11	40.71	41.76	42.83	43.93	45.05	46.21

# APPENDIX B2 ANNUAL RATES OF PAY STANDARD 37.5 WEEKLY HOURS Effective April 1, 1998

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
				-		_	-	-	_
92	101	1	25,201	30,263	31,039	31,835	32,652	33,489	34,347
102	112	2	26,200	31,262	32,064	32,886	33,729	34,594	35,481
113	124	3	27,320	32,382	33,212	34,064	34,937	35,833	36,752
125	137	4	28,366	33,428	34,286	35,165	36,066	36,991	37,940
138	151	5	29,509	34,571	35,457	36,367	37,299	38,256	39,236
152	166	6	30,580	35,642	36,556	37,493	38,455	39,441	40,452
167	183	7	31,729	36,791	37,735	38,702	39,695	40,713	41,756
184	201	8	32,941	38,003	38,978	39,977	41,002	42,054	43,132
202	221	9	34,141	39,203	40,208	41,239	42,297	43,381	44,494
222	243	10	35,386	40,448	41,485	42,549	43,640	44,759	45,907
244	267	11	36,666	41,728	42,798	43,896	45,021	46,176	47,360
268	293	12	41,871	46,934	48,137	49,371	50,637	51,936	53,267
294	322	13	43,710	48,773	50,024	51,306	52,622	53,971	55,355
323	354	14	45,710	50,773	52,075	53,410	54,779	56,184	57,624
355	389	15	47,725	52,788	54,141	55,530	56,953	58,414	59,912
390	427	16	49,865	54,927	56,336	57,780	59,262	60,781	62,340
428	469	17	52,055	57,117	58,582	60,084	61,625	63,205	64,825
470	515	18	54,337	59,399	60,922	62,484	64,086	65,730	67,415
516	565	19	56,694	61,757	63,340	64,965	66,630	68,339	70,091
566	620	20	59,116	64,178	65,824	67,511	69,242	71,018	72,839
621	680	21	61,675	66,737	68,448	70,203	72,003	73,850	75,743
681	746	22	64,308	69,371	71,149	72,974	74,845	76,764	78,732
747	818	23	67,042	72,105	73,953	75,850	77,794	79,789	81,835
819	897	24	69,859	74,922	76,843	78,813	80,834	82,907	85,032
898	983	25	72,815	77,877	79,874	81,922	84,023	86,177	88,387

## APPENDIX B2 Annual Rates of Pay Standard 37.5 Weekly Hours

## Effective April 1, 1999

Min	Max	Pay	<u> </u>						
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
92	101	1	25,806	30,869	31,660	32,472	33,305	34,159	35,034
102	112	2	26,825	31,888	32,705	33,544	34,404	35,286	36,191
113	124	3	27,967	33,030	33,877	34,745	35,636	36,550	37,487
125	137	4	29,034	34,097	34,971	35,868	36,788	37,731	38,698
138	151	5	30,200	35,262	36,167	37,094	38,045	39,021	40,021
152	166	6	31,292	36,355	37,287	38,243	39,224	40,230	41,261
167	183	7	32,465	37,527	38,490	39,476	40,489	41,527	42,592
184	201	8	33,701	38,763	39,757	40,777	41,822	42,895	43,995
202	221	9	34,925	39,987	41,012	42,064	43,143	44,249	45,383
222	243	10	36,195	41,257	42,315	43,400	44,513	45,654	46,825
244	267	11	37,501	42,563	43,654	44,774	45,922	47,099	48,307
268	293	12	42,782	47,845	49,072	50,330	51,621	52,944	54,302
294	322	13	44,658	49,720	50,995	52,302	53,644	55,019	56,430
323	354	14	46,696	51,759	53,086	54,447	55,843	57,275	58,743
355	389	15	48,750	53,813	55,193	56,608	58,059	59,548	61,075
390	427	16	50,931	55,994	57,430	58,902	60,412	61,962	63,550
428	469	17	53,164	58,226	59,719	61,251	62,821	64,432	66,084
470	515	18	55,490	60,552	62,105	63,697	65,331	67,006	68,724
516	565	19	57,894	62,956	64,570	66,226	67,924	69,666	71,452
566	620	20	60,362	65,424	67,102	68,822	70,587	72,397	74,253
621	680	21	62,970	68,033	69,777	71,566	73,402	75,284	77,214
681	746	22	65,655	70,718	72,531	74,391	76,298	78,255	80,261
747	818	23	68,442	73,505	75,389	77,322	79,305	81,338	83,424
819	897	24	71,314	76,376	78,335	80,343	82,404	84,516	86,684
898	983	25	74,327	79,389	81,425	83,513	85,654	87,850	90,103

# APPENDIX B3 ANNUAL RATES OF PAY STANDARD 40 WEEKLY HOURS Effective April 1, 1998

Min	Max	Pay						I	
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
92	101	1	27,218	32,281	33,109	33,958	34,828	35,721	36,637
102	112	2	28,284	33,347	34,202	35,079	35,978	36,901	37,847
113	124	3	29,478	34,541	35,427	36,335	37,267	38,222	39,202
125	137	4	30,594	35,657	36,571	37,509	38,471	39,457	40,469
138	151	5	31,813	36,876	37,821	38,791	39,786	40,806	41,852
152	166	6	32,956	38,018	38,993	39,993	41,018	42,070	43,149
167	183	7	34,182	39,244	40,250	41,283	42,341	43,427	44,540
184	201	8	35,474	40,537	41,576	42,642	43,736	44,857	46,007
202	221	9	36,754	41,817	42,889	43,989	45,116	46,273	47,460
222	243	10	38,082	43,145	44,251	45,386	46,549	47,743	48,967
244	267	11	39,448	44,510	45,652	46,822	48,023	49,254	50,517
268	293	12	45,000	50,063	51,346	52,663	54,013	55,398	56,819
294	322	13	46,962	52,024	53,358	54,727	56,130	57,569	59,045
323	354	14	49,095	54,158	55,546	56,970	58,431	59,929	61,466
355	389	15	51,245	56,307	57,751	59,232	60,750	62,308	63,906
390	427	16	53,527	58,589	60,091	61,632	63,213	64,833	66,496
428	469	17	55,863	60,925	62,487	64,090	65,733	67,418	69,147
470	515	18	58,296	63,359	64,984	66,650	68,359	70,112	71,909
516	565	19	60,812	65,874	67,563	69,296	71,072	72,895	74,764
566	620	20	63,394	68,457	70,212	72,012	73,859	75,752	77,695
621	680	21	66,124	71,186	73,011	74,884	76,804	78,773	80,793
681	746	22	68,933	73,995	75,893	77,839	79,835	81,882	83,981
747	818	23	71,849	76,911	78,884	80,906	82,981	85,108	87,291
819	897	24	74,854	79,916	81,966	84,067	86,223	88,434	90,701
898	983	25	78,007	83,069	85,199	87,384	89,624	91,922	94,279

## **APPENDIX B3**

## Annual Rates of Pay Standard 40 Weekly Hours Effective April 1, 1999

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ŀ		_			_	-	-	_	
92	101	1	27,864	32,927	33,771	34,637	35,525	36,436	37,370
102	112	2	28,951	34,014	34,886	35,780	36,698	37,639	38,604
113	124	3	30,169	35,232	36,135	37,062	38,012	38,987	39,986
125	137	4	31,308	36,370	37,303	38,259	39,240	40,246	41,278
138	151	5	32,551	37,613	38,578	39,567	40,581	41,622	42,689
152	166	6	33,716	38,779	39,773	40,793	41,839	42,911	44,012
167	183	7	34,967	40,029	41,056	42,108	43,188	44,295	45,431
184	201	8	36,285	41,348	42,408	43,495	44,610	45,754	46,928
202	221	9	37,590	42,653	43,747	44,868	46,019	47,199	48,409
222	243	10	38,945	44,008	45,136	46,293	47,480	48,698	49,946
244	267	11	40,338	45,401	46,565	47,759	48,983	50,239	51,527
268	293	12	45,972	51,035	52,343	53,685	55,062	56,474	57,922
294	322	13	47,972	53,035	54,395	55,789	57,220	58,687	60,192
323	354	14	50,147	55,209	56,625	58,077	59,566	61,093	62,660
355	389	15	52,338	57,400	58,872	60,382	61,930	63,518	65,147
390	427	16	54,664	59,727	61,258	62,829	64,440	66,092	67,787
428	469	17	57,046	62,108	63,701	65,334	67,009	68,727	70,490
470	515	18	59,527	64,589	66,245	67,944	69,686	71,473	73,306
516	565	19	62,091	67,153	68,875	70,641	72,452	74,310	76,216
566	620	20	64,723	69,786	71,575	73,410	75,293	77,223	79,203
621	680	21	67,506	72,568	74,429	76,338	78,295	80,303	82,362
681	746	22	70,370	75,432	77,366	79,350	81,385	83,472	85,612
747	818	23	73,342	78,405	80,415	82,477	84,592	86,761	88,986
819	897	24	76,406	81,468	83,557	85,700	87,897	90,151	92,462
898	983	25	79,620	84,682	86,853	89,080	91,364	93,707	96,110

# APPENDIX B4 ANNUAL RATES OF PAY STANDARD 42 WEEKLY HOURS Effective April 1, 1998

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
				-		-		_	-
92	101	1	28,833	33,895	34,764	35,656	36,570	37,507	38,469
102	112	2	29,951	35,014	35,912	36,833	37,777	38,746	39,739
113	124	3	31,205	36,268	37,198	38,152	39,130	40,133	41,162
125	137	4	32,377	37,440	38,400	39,384	40,394	41,430	42,492
138	151	5	33,657	38,720	39,712	40,731	41,775	42,846	43,945
152	166	6	34,857	39,919	40,943	41,993	43,069	44,174	45,306
167	183	7	36,144	41,206	42,263	43,347	44,458	45,598	46,767
184	201	8	37,501	42,564	43,655	44,774	45,923	47,100	48,308
202	221	9	38,845	43,907	45,033	46,188	47,372	48,587	49,833
222	243	10	40,239	45,302	46,464	47,655	48,877	50,130	51,415
244	267	11	41,673	46,736	47,934	49,163	50,424	51,717	53,043
268	293	12	47,503	52,566	53,914	55,296	56,714	58,168	59,659
294	322	13	49,563	54,626	56,026	57,463	58,936	60,448	61,997
323	354	14	51,803	56,865	58,323	59,819	61,353	62,926	64,539
355	389	15	54,060	59,122	60,638	62,193	63,788	65,423	67,101
390	427	16	56,456	61,519	63,096	64,714	66,373	68,075	69,821
428	469	17	58,909	63,971	65,612	67,294	69,019	70,789	72,604
470	515	18	61,464	66,527	68,233	69,982	71,777	73,617	75,505
516	565	19	64,105	69,168	70,941	72,760	74,626	76,539	78,502
566	620	20	66,817	71,879	73,722	75,613	77,552	79,540	81,580
621	680	21	69,683	74,745	76,662	78,628	80,644	82,712	84,832
681	746	22	72,633	77,695	79,687	81,731	83,826	85,976	88,180
747	818	23	75,695	80,757	82,828	84,952	87,130	89,364	91,655
819	897	24	78,850	83,912	86,064	88,271	90,534	92,855	95,236
898	983	25	82,160	87,222	89,459	91,753	94,105	96,518	98,993

# APPENDIX B4 Annual Rates of Pay Standard 42 Weekly Hours Effective April 1, 1999

Min	Max	Pay							
Pts	Pts	Range	Casuals	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
				-	-	-		_	_
92	101	1	29,510	34,573	35,459	36,369	37,301	38,258	39,239
102	112	2	30,652	35,714	36,630	37,569	38,533	39,521	40,534
113	124	3	31,931	36,993	37,942	38,915	39,912	40,936	41,985
125	137	4	33,126	38,189	39,168	40,172	41,202	42,259	43,342
138	151	5	34,431	39,494	40,507	41,545	42,611	43,703	44,824
152	166	6	35,655	40,718	41,762	42,832	43,931	45,057	46,212
167	183	7	36,968	42,031	43,108	44,214	45,347	46,510	47,703
184	201	8	38,353	43,415	44,528	45,670	46,841	48,042	49,274
202	221	9	39,723	44,786	45,934	47,112	48,320	49,559	50,829
222	243	10	41,145	46,208	47,393	48,608	49,854	51,133	52,444
244	267	11	42,608	47,671	48,893	50,147	51,432	52,751	54,104
268	293	12	48,524	53,586	54,960	56,370	57,815	59,297	60,818
294	322	13	50,624	55,686	57,114	58,579	60,081	61,621	63,201
323	354	14	52,907	57,970	59,456	60,980	62,544	64,148	65,793
355	389	15	55,208	60,270	61,816	63,401	65,026	66,694	68,404
390	427	16	57,651	62,713	64,321	65,970	67,662	69,397	71,176
428	469	17	60,151	65,214	66,886	68,601	70,360	72,164	74,014
470	515	18	62,756	67,819	69,558	71,341	73,170	75,047	76,971
516	565	19	65,448	70,511	72,319	74,173	76,075	78,026	80,026
566	620	20	68,213	73,275	75,154	77,081	79,057	81,085	83,164
621	680	21	71,134	76,197	78,151	80,154	82,210	84,318	86,480
681	746	22	74,141	79,204	81,235	83,318	85,454	87,645	89,892
747	818	23	77,263	82,325	84,436	86,601	88,822	91,099	93,435
819	897	24	80,479	85,542	87,735	89,985	92,292	94,658	97,086
898	983	25	83,854	88,916	91,196	93,534	95,933	98,393	100,915

#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN THE**

#### **GOVERNMENT OF THE NORTHWEST TERRITORIES**

#### AND THE

#### UNION OF NORTHERN WORKERS

## Special Review Process of Point Ratings based on the Bias Free Job Evaluation System

For a period of up to six months from the date of signing of the 1998-2000 Collective Agreement, employees whose concerns have not been satisfied through informal means may request a review of their point rating using the following Special Review Process:

The employee may request a review of the evaluation for his/her position. The request shall be made in writing to the applicable Deputy Head and shall contain the reasons why a review is requested.

The Deputy Head shall refer the request for a review to a Special Review Committee comprised of:

A Hay Consultant, as chair;

A central agency or departmental Human Resource Officer who has been trained to evaluate jobs using the Hay Job Evaluation System; and

A designate of the employee, selected from a list of employee and union representatives who have been trained to evaluate jobs using the Hay Job Evaluation System.

Subject to any other grievance process available to employees the decision of the Special Review Committee shall be final and binding.

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

### THE GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)

#### AND THE

#### UNION OF NORTHERN WORKERS (UNW)

The parties recognize that the Hay Job Evaluation is a bias free Job Evaluation System. It is in the interest of the parties to ensure a bias free job evaluation system is maintained and it is particularly important to achieve this as we move through the creation of two new territories.

The parties agree that during the life of this Collective Agreement, they shall conduct a joint review of the implementation of the Hay Job Evaluation System to look for ways to improve job evaluation processes and to ensure that a bias free system is maintained to meet future needs. This review shall be conducted within the following parameters:

#### MANDATE:

The committee will make periodic reports and recommendations on ongoing improvement of the system. The recommendations will be made to the Employer and the final report of the Committee will be made to the principals prior to March 31, 2000.

#### COMMITTEE STRUCTURE:

The review shall be conducted by a four person committee comprised of two individuals designated by the Secretary of the Financial Management Board and two individuals designated by the President of the UNW. On April 1, 1999, upon the creation of two new territories, the President of the Nunavut Employees' Union (NEU) and the Deputy Minister of the Department of Personnel for the Nunavut Government will each be invited to designate two individuals for the review committee for the Nunavut Public Service; and the President of the UNW and the Secretary of the Financial Management Board for the Western Territory will each designate two individuals for the review committee for the Western Public Service. The Employer shall pay for the necessary expenses of the designates.

#### OUTCOME:

This process will provide both parties with an opportunity to become more familiar with the issues of implementing the Hay Job Evaluation System. The recommendations and reports that are produced by the committee will anticipate issues and provide guidance to the employer for further system improvement.

The analysis and recommendation will be focused on the following areas

- Ensuring job content is captured accurately;
- Assessing quality control methodologies;
- Maintaining internal consistencies; and
- Assessing appropriateness of training for individuals involved in the job evaluation process.

#### FINANCIAL SUPPORT AND OTHER RESOURCES:

The Employer will provide the financial resources to support the work of this committee. These resources will include funding for regular meetings both by teleconference and travel. Administrative and secretarial support to co-ordinate the work of the committee will also be available through the Employer. The Employer will consider requests from the Committee for third party resources where and as required.

#### PROCESS:

This Memorandum of Understanding shall guide the Committee in setting its own processes and developing its terms of reference.

## CONSEQUENTIAL AMENDMENTS AS A RESULT OF IMPLEMENTING RATES OF PAY BASED ON A BIAS FREE JOB EVALUATION SYSTEM:

#### Amend 2.01(aa) to read:

"Probation" means a period of six (6) months from the day upon which an employee is first appointed to or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.

#### Amend 4.02 to read:

Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Group Surgical Medical Insurances Plan, the Superannuation/Disability Insurance Plan and the Dental Plan compared to their standard work week.

#### Amend 14.01 to read:

The Employer agrees to continue the past practice of providing the Union, on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include, but not be limited to, the name, location, **job evaluation**, and social insurance number of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.

#### Amend 18.01(3)(b) to read:

An employee's entitlement to vacation leave will be converted from days to hours as follows:

- (i) Employees whose **standard hours are** 40 hours weekly will have their entitlement to vacation leave multiplied by 8.
- (ii) Employees whose **standard hours are** 37.5 hours weekly will have their entitlement to vacation leave multiplied by 7.5.
- (iii) Employees whose **standard hours are** 42 hours weekly will have their entitlement to vacation leave multiplied by 8.4.

#### Amend 20.01(b)(ii) to read:

An employee's entitlement to sick leave will be converted from days to hours as follows:

- (1) Employees whose **standard hours are** 40 hour**s** week**ly** will have their entitlement to sick leave multiplied by 8.
- (2) Employees whose **standard hours are** 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.
- (3) Employees whose **standard hours are** 42 hour**s** week**ly** will have their entitlement to sick leave multiplied by 8.4.

#### Amend 21.03(c) (ii) to read:

- (a) for a full-time employee the weekly rate of pay referred to in Clause 21.03(c)(i) shall be the weekly rate of pay to which she is entitled for the **job evaluation** prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
- (b) for a part-time employee the weekly rate of pay referred to in Clause 21.03(c)(i) shall be the prorated weekly rate of pay to which she is entitled for the **job evaluation** prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

#### Amend 21.05(d)(ii) to read:

- (a) for a full-time employee the weekly rate of pay referred to in Clause 21.05(d)(i) shall be the weekly rate of pay to which he/she is entitled for the **job evaluation** prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the adoption leave;
- (b) for a part-time employee the weekly rate of pay referred to in Clause 21.05(d)(i) shall be the prorated weekly rate of pay to which he/she is entitled for the **job evaluation** prescribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the adoption leave.

#### Amend 22.01(a) to read:

Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees **under** Appendix B-2 specified as standard 37.5 weekly hours are:

#### Amend 22.01 (b) to read:

Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees **under** Appendix B-3 specified as standard 40 weekly hours are:

#### Amend 24.01 to read:

Employees are entitled to be paid for services rendered for the **job evaluation** and position to which they are appointed at the pay rates specified in the appendices attached.

#### Amend 24.04 to read:

When an employee is required by the Employer to perform the duties of a higher **job evaluation** level on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher **job evaluation** level for the period in which he/she acts.

#### Amend 24.08(1) to read:

Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-evaluated and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.

#### Amend 24.08(2) to read:

This Clause applies only to employees who become present incumbents of positions **re-evaluated** after January 1, 1979. Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was **re-evaluated**, or which would place him/her in a position nearer to the level established for the position before it was **re-evaluated**, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the range of rates applicable to the **re-evaluated** position which is nearest to the rate he/she was being paid in the holding range.

#### Amend 24.08(3) to read:

Where an employee who is subject to Clause 24.08(2) accepts a transfer or training that would put him/her in a position nearer to the position before it was **re-evaluated**, he/she shall continue to be paid in the holding range.

#### Amend 24.08(4) to read:

For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was **re-evaluated** downwards.

#### New 24.09(6)

When an employee's contributions and/or achievements during a year are outstanding, the employee may receive up to two pay increments. If the employee is already at his/her maximum rate of pay he/she may receive a lump sum bonus of up to 5% of his/her regular annual salary.

#### Amend 24.10(b) to read:

The salary review date of an employee who is transferred or whose position is **re-evaluated** shall remain unchanged.

### Amend 24.10(d) to read:

Where the **job evaluation** of a position or the regrading of a **position** is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

### Amend 24.11(a) to read:

Where a position is **re-evaluated** as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.

#### Amend 24.11(b) to read:

Where a **position** is assigned a higher pay range as a result of regrading; that is, where there have been no substantial changes in the duties and responsibilities of the position **evaluated**, the incumbent of the position **reevaluated** will be paid at the same step in the new pay range as they were in the old pay range.

### Amend 24.11(c) to read:

The effective date of a **re-evaluation** that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any **re-evaluation** adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a **job evaluation** appeal, whichever is earlier.

#### Amend 34.02 to read:

Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his/her position, including the position's **job evaluation** level and point rating allotted by factor, where applicable.

Amend Article 36 title to read:

#### **JOB EVALUATION**

#### Amend 36.01 to read:

During the term of this Agreement, if a new or revised **job evaluation** standard is implemented by the Employer, the Employer shall before applying the new or revised **job evaluation** standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the **job evaluations** affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

#### Amend 36.02 to read:

Where an employee believes that he/she has been improperly **evaluated** with respect to his/her position or category, group and level, he/she shall discuss his/her **job evaluation** with his/her immediate supervisor and, on request, be provided with a copy of his/her Statement of Duties before he/she files an appeal under Clause 36.03.

#### Amend 36.03 to read:

Where an employee alleges that he/she has been improperly **evaluated** with respect to his/her position, he/she may appeal to the Minister responsible for the *Public Service Act* and the following provisions shall apply:

- (1) (a) The Minister responsible for the *Public Service Act* shall refer the appeal to a **Job Evaluation** Appeal Board.
  - (b) The **Job Evaluation** Appeal Board shall consist of the Secretary of the Financial Management Board, the Head of the employing department, or their delegates and the employee's Shop Steward, and the President of the Union or their delegates. Decisions made by the delegates shall be binding on the persons they represent.
  - (c) The **Job Evaluation** Appeal Board may sit in Yellowknife or at some other place in Canada which might seem appropriate to the Board under the circumstances.
  - (d) The **Job Evaluation** Appeal Board may determine that the employee's **job evaluation** is proper having regard to the **job evaluation** specifications for his/her position and his/her Statement of Duties or the Board may decide that the employee has been improperly **evaluated** in his/her position.
  - (e) The Board shall make its report to the Minister responsible for the *Public Service Act* who will confirm the decision of the Board and notify the employee in writing within fifteen (15) days of the receipt of the Board's report.
- (2) Should the **Job Evaluation** Appeal Board be unable to reach a decision or should the employee wish to pursue his/her appeal to a higher level, the Minister responsible for the *Public Service Act* shall refer the appeal to a **Job Evaluation** Review Board.
  - (b) The **Job Evaluation** Review Board shall consist of a representative of the Employer, a representative of the Union and an independent chairperson.
  - (c) The Chairperson of the **Job Evaluation** Review Board shall be chosen by the appointed members and where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Chief Justice of the Court of Appeal of the Northwest Territories, upon the request of either party.

- (d) The Job Evaluation Review Board may, having regard to the job evaluation specifications for the employee's position and the Statement of Duties, determine that the job evaluation is proper, or that the employee has been improperly evaluated in his/her position. Where the Board has been unable to come to an unanimous decision as to whether a job evaluation is proper or improper, it shall state so in its report and shall include the reasons for the majority and minority position.
- (e) The **Job Evaluation** Review Board may, having regard to the **job evaluation** specifications for the employee's position and the statement of duties, determine that the **job evaluation** is proper, or that the employee has been improperly classified in his/her position. Where the Board has been unable to come to a unanimous decision as to whether a **job evaluation** is proper or improper, is shall state so in its report and shall include the reasons for the majority and minority position.
- (f) The Chairperson of the Board shall forward the Board's report to the Minister responsible for the *Public Service Act* who will, if the decision of the Board is unanimous, confirm the decision of the Board. If the decision of the Board is not unanimous, the Minister shall consider only the report and make such decision as to him/her seems fair and reasonable. The Minister shall advise the employee and the Union of the decision within fifteen (15) days of receipt of the report.
- (g) The reply of the Minister responsible for the *Public Service*Act shall be final and binding upon the employee and the Union until such time as that employee has been promoted, transferred, or provided with a new Statement of Duties by the Employer.

#### Amend 54.01to read:

The term of this Agreement shall be two (2) years, from April 1, 1998 to March 31, 2000.

The pay schedule contained in Appendix B and the Northern Allowance schedule, shall be effective April 1, **1998**. All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

#### **APPENDIX A3**

Amend A3.01 to read:

Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.

Amend A3.02 to read:

Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.

#### **APPENDIX A5 - CLASSROOM ASSISTANTS**

Amend A5.01 to read:

**Classroom Assistants** will be entitled to all benefits of this Collective Agreement except for those conferred by the following Articles:

18.01	18.04	18.07
18.12	18.02	18.05
18.08	18.10	18.03
18.06		

Amend A5.03(1) to read:

Classroom Assistants will not be required to report for duty during the Christmas, Easter and Summer Recesses as prescribed by their local school calendar. Because of the foregoing. Classroom Assistants will not be entitled to earn or take annual leave as prescribed in Article 18 of this Agreement.

#### Amend A5.05 to read:

Classroom Assistants will be paid the appropriate salary for their **job evaluation** over 26 pay periods.

#### **APPENDIX A8 - TRADES**

#### Amend A8.01 to read:

The provisions of this Appendix shall apply to all positions in trades. The provisions of this Appendix shall not be extended to apply to other **positions** unless agreed by the Union and the Employer.

#### Amend A8.04(b) to read:

on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and

#### **APPENDIX A10 - COLLEGE EDUCATORS**

#### **NEW A10.16 INSTRUCTORS' TRAINING**

Instructors hired after December 6, 1984 will have completed, or will be required to complete, six (6) weeks of full-time coursework in adult education. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. The Review Committee will assess the qualifications of newly hired instructors in this area and specify if any further training must be undertaken.

Newly hired instructors who require instructors' training which requires more time than the professional development time available to them in their first year, will be eligible for their first salary progression on the experience axis provided they have satisfactorily completed the first portion of instructors' training and they have performed satisfactorily.

No further progression on the experience axis will be permitted until the remaining portion of instructors' training has been satisfactorily completed.

#### NOTIFICATION

New employees shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education. For newly hired instructors, the Selection Board may act as the Educational Review Committee.

#### A10.17 COORDINATORS

Instructors who are required to coordinate the work of other fulltime instructors, in addition to performing instructional duties in their area of specialty, will be paid a coordinator's allowance of \$2,100 per year. Payment of the coordinator's allowance to an individual instructor will end if that instructor ceases to act as a coordinator.

#### A10.08 APPOINTMENT

New employees will be assigned to Step 1 (one):

- 1. For each full academic year of post secondary teaching experience, they will be given one additional step;
- 2. For each full two (2) year period of elementary or secondary school teaching or instruction in a NWT young offenders facility directly related to the subject which they instruct, they will be given an additional step;
- 3. For each full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional step.

#### NOTE:

The foregoing criteria apply without limit except for new instructors who do not have the approved course work in adult education or its equivalent. The maximum experience level at which such instructors may be appointed is Step 4 (four). New instructors who satisfactorily complete the required coursework in their first year shall have their full experience applied retroactive to their date of hire.

#### **MOU PAGE 200**

#### Amend to read:

The Parties agree that only employees who are employed as seasonal and casual Highway Maintenance Workers at the Peel River Ferry, and the full-time indeterminate Highway Patrol Officers and Senior Highway Transport Officers in the Department of Transportation will be on a trial **shift work** basis for a one (1) year period from the date of signing of this Memorandum of Understanding. The parties agree that a joint Union/management review committee shall be established to review the application and effectiveness of this provision. The trial period may be extended by mutual consent.

The parties agree that employees **mentioned** above who are required to work on a Saturday or Sunday shall be paid a weekend premium of \$0.75 per hour for each hour worked.

The parties agree that the provisions of Appendix A12 apply to the seasonal employees mentioned above.

#### **MOU PAGE 201**

#### Amend to read:

The parties agree that only seasonal and casual Parks Officers and Visitor Centre employees in the Department of Resources, Wildlife and Economic Development shall be scheduled shift work.

The parties agree that employees **mentioned above** who are required to work on a Saturday or Sunday shall be paid a weekend premium of \$0.75 per hour for each hour worked.

The parties agree that the provisions of Appendix A12 apply to the seasonal employees mentioned above.

#### **MOU PAGE 202**

#### Amend to read:

The parties agree that only employees who are employed in the Forest Fire Management Program in the Department of **Wildlife**, **Renewable and Economic Development** shall be **scheduled to shift work**.

The parties further agree that Articles 22.02 and 22.06 shall apply to the above **employees** for the period of May 1 to September 30 of each year and Article 22.01 shall apply for the remainder of the year.

#### MOU PAGE 203

#### Amend to read:

The parties agree that only seasonal and casual employees who are employed in the Forest Fire Management Program in the Department of Resources, Wildlife and Economic Development shall be scheduled shift work.

The parties further agree for the period of October 1 to April 30 of each year the hours of work for the above **mentioned employees** will be scheduled in accordance with Article 22.01.

The parties further agree that employees **mentioned** above who are required to work on a Saturday or Sunday shall be paid a weekend premium of \$0.75 per hour for each hour worked.

The parties agree that the provisions of Appendix A12 apply to seasonal employees in the above classifications.

#### **MOU PAGE 209**

#### Amend to read:

The parties agree that between May 1 and September 30, employees who have as part of their regular duties the responsibility for fire suppression management or have volunteered for such work experience or provide support services to such employees, when engaged in those functions may have their scheduled hours of work adjusted to provide coverage from 11:00 a.m. to 8:00 p.m. An employee's scheduled hours of work may not be staggered on a daily basis and shall not exceed seven and one-half hours or eight hours, exclusive of a one hour meal break. The employees shall work a shift rotation based on five regular days "on" and two (2) regular days "off".

When such employees are no longer engaged in these functions or return to their headquarters, their scheduled hours of work shall revert back to those **normally** set **for them.** 

The parties agree that the provisions of this Memorandum shall be in effect on a trial basis for a one year period from the date of its signing. A joint union/management review committee shall be established to review the application and effectiveness of this Memorandum. The trial period may be extended by mutual consent.

## AMEND NORTHERN ALLOWANCE SCHEDULE TO REFLECT NEW RATES:

## Northern Allowance Effective April 1, 1998

	Current Rate	New Rate
Baffin Region		
Arctic Bay	\$ 9,533	\$12,554
Broughton Island	\$ 8,061	\$10,908
Cape Dorset	\$ 7,953	\$10,549
Clyde River	\$ 8,414	\$11,239
Grise Fiord	\$10,349	\$13,965
Hall Beach	\$ 8,820	\$11,877
Igloolik	\$ 8,820	\$11,727
Iqaluit	\$ 6,718	\$ 8,872
Kimmirut	\$ 7,607	\$10,271
Nanisivik	\$ 8,767	\$11,586
Pangnirtung	\$ 7,831	\$10,231
Pond Inlet	\$ 8,764	\$11,601
Resolute	\$ 8,857	\$12,413
Sanikiluaq	\$ 5,835	\$ 8,849
Keewatin Region		
Arviat	\$ 5,012	\$ 8,340
Baker Lake	\$ 7,632	\$11,250
Chesterfield Inlet	\$ 7,253	\$11,236
Coral Harbour	\$ 9,246	\$13,339
Rankin Inlet	\$ 6,321	\$ 9,741
Repulse Bay	\$ 9,246	\$13,340
Whale Cove	\$ 7,886	\$11,982
Kitikmeot Region		
Bathurst Inlet	\$ 8,696	\$12,163
	\$ 8,696	\$12,103
Cambridge Bay		
Gjoa Haven Holman	\$10,383 \$ 0.835	\$12,933 \$11,016
	\$ 8,835 \$ 8,676	\$11,916 \$10,521
Kugluktuk	\$ 8,676 \$11,523	\$10,521 \$12,636
Pelly Bay	\$11,523 \$10,567	\$12,636 \$12,067
Taloyoak	\$10,567 \$ 8 606	\$13,067 \$14,004
Umingmaktok	\$ 8,696	\$11,994

## Northern Allowance Effective April 1, 1998

	Current Rate	New Rate
Inuvik Region		
Aklavik	\$ 7,118	\$10,211
Colville Lake	\$11,622	\$13,004
Deline	\$ 8,297	\$ 9,443
Fort Good Hope	\$ 7,842	\$ 9,214
Fort McPherson	\$ 6,497	\$ 8,726
Inuvik	\$ 5,628	\$ 8,112
Norman Wells	\$ 5,308	\$ 9,330
Paulatuk	\$11,660	\$12,986
Sachs Harbour	\$12,531	\$13,512
Tsiigehtchic	\$ 6,417	\$ 8,834
Tuktoyaktuk	\$ 7,935	\$10,941
Tulita	\$ 6,871	\$ 9,330
Fort Smith Region		
Detah	\$ 1,750	\$ 2,500
Enterprise	\$ 1,589	\$ 2,530
Fort Liard	\$ 2,538	\$ 3,795
Fort Providence	\$ 2,358	\$ 4,674
Fort Resolution	\$ 3,338	\$ 5,729
Fort Simpson	\$ 3,397	\$ 5,663
Fort Smith	\$ 2,145	\$ 3,277
Hay River	\$ 1,589	\$ 2,530
Hay River Reserve	\$ 1,589	\$ 2,980
Jean Marie River	\$ 4,437	\$ 6,231
Kakisa	\$ 3,029	\$ 4,009
Lutselk'e	\$ 5,919	\$ 7,021
Nahanni Butte	\$ 4,437	\$ 6,231
Rae-Edzo	\$ 3,106	\$ 3,106
Rae Lakes	\$ 6,016	\$ 6,796
Snare Lake	\$ 5,953 \$ 4,688	\$ 6,873
Trout Lake	\$ 4,688 \$ 5,920	\$ 5,893
Wha Ti	\$ 4,688	\$ 6,341 \$ 7,598
Wrigley Yellowknife	\$ 1,750	\$ 1,750
Churchill	\$ 1,750 \$ 1,865	\$ 1,787
Churchill	φ 1,000	ψ 1,/0/

41.03 New

- (a) Employees who are on strength from the date of the signing of this Collective Agreement to December 31, 1998 will be paid an additional Northern Allowance amount of \$500.00. For seasonal and part-time employees the amount will be prorated in accordance with their hours of work. This lump sum amount will be paid to employees on the first pay in 1999.
- (b) Employees who are on strength for the entire 1999 calendar year will be paid an additional Northern Allowance amount of \$500.00. For seasonal and part-time employees the amount will be prorated in accordance with their hours of work. This lump sum amount will be paid to employees on the first pay in 2000.

Class	: .			1 8		1														
Code		19	89/90	19	90/91	19	91/92	19	92/93	19	93/94	19	94/95	19	95/96	19	96/97	199	97/98	Total
1013	Tax Auditor	\$	-	\$	_	\$	_	\$	-	\$	3,744	\$	-	\$	-	\$	-	\$	-	\$ 3,744
1015	Auditor	\$	-	\$	_	\$	-	\$	-	\$	-	\$	4,402	\$	4,636	\$	-	\$	3,569	\$ 12,607
	Court Reporter	\$	2,457	\$	2,311	\$	2,194	\$	2,150	\$	2,252	\$	2,399	\$	2,910	\$	892	\$	965	\$ 18,530
	Chief Count	\$	2,618	\$	2,662	\$	2,501	\$	2,486	\$	2,647	\$	2,793	\$	3,247	\$	1,389	\$	1,477	\$ 21,821
1101	Finance & Admin Officer	\$	-	\$	2,355	\$	2,238	\$	2,194	\$	2,296	\$	2,442	\$	2,940	\$	951	\$	1,038	\$ 16,453
1102	Finance Officer	\$	_	\$	-	\$	-	\$	2,486	\$	2,662	\$	-	\$	-	\$	_	\$	1,492	\$ 6,640
	Library Assistant	\$	1,580	\$	497	\$	629	\$	468	\$	263	\$	410	\$	1,112	\$	-	\$	-	\$ 4,958
	Administration	\$	1,755	\$	834	\$	921	\$	775	\$	629	\$	775	\$	1,448	\$	_	\$	_	\$ 7,137
1203	Finance Clerk	\$	1,916	\$	1,141	\$	1,185	\$	1,068	\$	965	\$	1,112	\$	1,755	\$	-	\$	-	\$ 9,141
1204	Compensation Administrator	\$	2,062	\$	1,448	\$	1,463	\$	1,346	\$	1,302	\$	1,448	\$	2,062	\$	-	\$	**	\$ 11,130
1205	Payroll Officer	\$	2,355	\$	2,077	\$	1,989	\$	1,931	\$	1,989	\$	2,135	\$	2,676	\$	570	\$	644	\$ 16,365
1301	Finance & Admin Officer	\$	-	\$	-	\$	2,238	\$	2,194	\$	2,311	\$	2,457	\$	2,954	\$	965	\$	1,053	\$ 14,172
1302	Student Services Officer	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,155	\$	_	\$ 1,155
1401	Purchasing Officer	\$	-	\$	-	\$	-	\$	-	\$	**	\$	1,360	\$	1,989	\$	<b>-</b>	\$_	-	\$ 3,349
	Caribou Biologist	\$	-	\$	-	\$	-	\$	-	\$	-	\$_	3,832	\$	-	\$	-	\$	-	\$ 3,832
1701	School Secretary	\$	1,740	\$	819	\$	907	\$	761	\$	600	\$	746	\$	1,433	\$	_	\$	-	\$ 7,005

Class		-																		
Code		19	89/90	19	90/91	19	91/92	19	92/93	19	93/94	19	94/95	19	95/96	19	96/97	199	97/98	Total
1702	Secretary	\$	1,799	\$	921	\$	995	\$	848	\$	717	\$	863	\$	1,536	\$	-	\$	-	\$ 7,678
1703	Regional Secretary	\$	1,901	\$	1,141	\$	1,185	\$	1,053	\$	951	\$	1,097	\$	1,755	\$	-	\$	-	\$ 9,082
	Manager, Visitor Services	\$	-	\$	-	\$	-	\$	2,633	\$	2,837	\$	2,984	\$	3,408	\$	1,609	\$	1,711	\$ 15,181
3022	Time Loss Adjudicator	\$	-	\$	2,706	\$	2,530	\$	2,516	\$	2,691	\$	2,837	\$	3,291	\$	1,433	\$	1,536	\$ 19,539
	Adjudicator	\$	-	\$		\$	-	\$	-	\$	3,276	\$	3,422	\$	3,788	\$	2,165	\$	2,282	\$ 14,932
3031	Assessor	\$	2,633	\$	2,706	\$	2,530	\$	2,516	\$	2,691	\$	2,837	\$	3,291	\$	1,433	\$	1,536	\$ 22,172
	Senior Assessor	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,121	\$	2,238	\$ 4,358
3034	Assessment Supervisor	\$	_	\$	3,744	\$	3,422	\$	3,495	\$	3,876	\$	-	\$	-	\$	-	\$	-	\$ 14,537
1 30421	Municipal Works Officer	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,287	\$	-	\$ 1,287
3101	Library Technician	\$	2,296	\$	1,960	\$	1,901	\$	1,828	\$	1,872	\$	-	\$	2,574	\$	424	\$	483	\$ 13,338
3102	Wildlife Technician	\$	-	\$	•	\$	-	\$	-	\$	2,984	\$	-	\$	-	\$	-	\$	-	\$ 2,984
3103	Community Justice Specialist	\$	2,764	\$	-	\$	-	\$	-	\$	-	\$	•	\$	-	\$	**	\$	2,004	\$ 4,768
3201	Home Support Worker	\$	1,828	\$	980	\$	1,053	\$	907	\$	790	\$	936	\$	1,594	\$	-	\$	-	\$ 8,088
3202	Income Support Worker	\$	-	\$	-	\$	-	\$	1,053	\$	-	\$	1,112	\$	-	\$	-	\$	-	\$ 2,165

Class		,								1									,	
Code		19	89/90	19	90/91	19	91/92	19	92/93	19	93/94	19	94/95	19	95/96	19	96/97	199	97/98	Total
3203	School Community Counsellor	\$	2,384	\$	2,135	\$	2,048	\$	1,989	\$	2,062	\$	2,208	\$	2,735	\$	644	\$	731	\$ 16,936
3204	Social Worker	\$	2,618	\$	2,676	\$	2,516	\$	2,486	\$	2,662	\$	2,808	\$	3,261	\$	1,389	\$	1,492	\$ 21,908
3205	Classification Officer	\$	-	\$	-	\$	-	\$	2,837	\$	<del>-</del>	\$	_	\$	-	\$	-	\$	-	\$
3206	Supervisor, Social Programs	\$	2,925	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,963	\$	2,428	\$	2,559	\$ 11,876
3207	Area Supervisor	\$	2,954	\$	3,466	\$	3,174	\$	3,232	\$	3,539	\$	3,686	\$	4,022	\$	2,501	\$		\$ 26,574
3211	Attendant	\$	1,492	\$	351	\$	512	\$	336	\$	117	\$	249	\$	965	\$	-	\$	-	\$ 4,022
3214	Residence Life Manager	\$	2,501	\$	_	\$	2,282	\$	2,252	\$	2,369	\$	2,516	\$	3,013	\$	1,038	\$	1,126	\$ 17,097
3216	Clinical Therapist	\$	3,027	\$	-	\$	-	\$	•	\$	•	\$	-	\$	-	\$	-	\$	_	\$ 3,027
3301	Classroom Assistant	\$	1,974	\$	1,287	\$	1,316	\$	1,185	\$	1,112	\$	1,258	\$	1,901	\$	-	\$	_	\$ 10,033
3401	Interpreter Aid	\$	1,580	\$	512	\$	-	\$	-	\$	293	\$	424	\$	1,126	\$	-	\$	-	\$ 3,934
3402	Assistant Interpreter	\$	-	\$	2,501	\$	2,369	\$	2,325	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 7,196
3403	Translator	\$	2,545	\$	-	\$	-	\$	-	\$		\$	2,618	\$	3,101	\$	1,155	\$	1,258	\$ 10,676
	Reviser	\$	2,516	\$	2,457	\$	2,325	\$	2,282	\$	2,413	\$	2,559	\$	_	\$	1,097	\$	1,185	\$ 16,833
3602	Communications Co-ordinator	\$	-	\$	-	\$	-	\$	1,653	\$	-	\$	1,814	\$	2,384	\$	161	\$	_	\$
3603	Public Affairs Officer	\$	-	\$	•	\$	-	\$	2,910	\$	<b>-</b> .	\$	-	\$	-	\$	•	\$	-	\$ 2,910

Class																				
Code		19	89/90	19	90/91	19	91/92	19	92/93	19	93/94	19	94/95	19	95/96	19	96/97	199	97/98	Total
3604	Policy Advisor - Communications	\$	-	\$	-	\$	-	\$	-	\$	4,461	\$		\$	4,797	\$	3,671	\$	-	\$ 12,929
3701	Director, Extension	\$	-	\$	•	\$	<b>-</b> .	\$	-	\$	4,578	\$	4,709	\$	-	\$	3,803	\$	-	\$ 13,089
3801	Land Officer	\$	-	\$	_	\$	_	\$	_	\$	-	\$	-	\$	-	\$	-	\$	1,887	\$ 1,887
4201	Systems Technician	\$	-	\$	-	\$	-	\$	-	\$	<del>-</del>	\$	-	\$	-	\$	790	\$	<u>-</u>	\$ 790
4401	Resource Centre Technician	\$	2,311	\$	1,989	\$	1,916	\$	1,843	\$	1,887	\$	2,033	\$	2,589	\$	439	\$	512	\$ 15,517
4503	Operations Supervisor	\$	2,647	\$	2,735	\$	2,559	\$	2,545	\$	2,720	\$	-	\$	-	\$	-	\$	-	\$ 13,206
4511	Data Entry Clerk	\$	1,638	\$	614	\$	731	\$	570	\$	395	\$	541	\$	1,229	\$	_	\$	_	\$ 5,718
4512	Data Control Clerk	\$	1,653	\$	658	\$	761	\$	614	\$	439	\$	-	\$	-	\$	-	\$	-	\$ 4,124
4513	Technical Specialist	\$	•	\$	1,697	\$	1,667	\$	1,580	\$	1,565	\$	1,711	\$	2,296	\$	44	\$	102	\$ 10,662
5213	Cook	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,872	\$	-	\$	•	\$	-	\$ 1,872
6101	Community Health Nurse	\$	-	\$	3,174	\$	2,940	\$	2,954	\$	3,232	\$	3,364	\$	3,744	\$	2,106	\$	-	\$ 21,513
6102	Homecare Nurse	\$	2,574	\$	2,574	\$	2,413	\$	2,399	\$	2,545	\$	2,691	\$	3,159	\$	1,258	\$	1,346	\$ 20,958
6103	Community	\$	-	\$	3,320	\$		\$	3,101	\$	3,393	\$	3,525	\$	3,876	\$	2,325	\$	2,457	25,053
6104	Nurse in Charge	\$	3,013	\$	3,612	\$	3,305	\$	3,378	\$	3,715	\$	3,861	\$	4,168	\$	2,720	\$	2,852	\$ 30,625
	Nurse in Charge		3,130	\$	3,890	\$	3,539	\$	3,627	\$	4,037	\$		\$	4,431	i	3,115	\$	3,261	33,199
6107	Nursing Inservice Instructor		2,984	\$	-	\$	3,247	\$	3,305	\$	3,642	\$		\$	4,095	\$		\$		26,413

Class									ar San San								· · · · · · · · · · · · · · · · · · ·	-		 
Code		19	B9/90	19	90/91	19	91/92	19	92/93	19	93/94	19	94/95	19	95/96	19	96/97	19	97/98	Total
6201	General Duty Nurse	\$	2,486	\$	2,384	\$	2,267	\$	2,223	\$	2,340	\$	2,486	\$	2,984	\$	995	\$	1,082	\$ 19,247
6202	Head Nurse	\$	2,750	\$	2,984	\$	2,779	\$	2,779	\$	3,013	\$	3,159	\$	3,569	\$	1,828	\$	1,945	\$ 24,804
1 0004	Clerk Interpreter	\$	1,594	\$	527	\$	658	\$	483	\$	293	\$	439	\$	1,141	\$	_	\$	_	\$ 5,133
6303	Activity Aide	\$	-	\$	600	\$	717	\$	556	\$	366	\$	512	\$	1,214	\$	-	\$	-	\$ 3,963
6304	Community Health Rep.	\$	2,018	\$	1,360	\$	1,389	\$	1,272	\$	1,214	\$	1,360	\$	1,974	\$		\$	-	\$ 10,589
6305	Manager, Health Records	\$	-	\$	1,609	\$	1,594	\$	1,506	\$	1,477	\$	1,623	\$	-	\$	-	\$	-	\$ 7,810
6401	Certified Nursing Assistant	\$	2,208	\$	1,755	\$	1,726	\$	1,638	\$	1,638	\$		\$	2,369	\$	146	\$	205	\$ 13,470
6501	Physiotherapist	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,150	\$ 2,150
6502	Physiotherapist	\$	-	\$	2,969	\$	2,764	\$	2,779	\$	2,998	\$	3,144	\$	3,554	\$	1,814	\$	-	\$ 20,022
	Pharmacist	\$	-	\$	-	\$	<u>.</u>	\$	-	\$	3,232	\$	-	\$	-	\$	-	\$	-	\$ 3,232
6522	Regional Nutritionist	\$	-	\$	-	\$	_	\$	2,793	\$	3,027	\$	3,159	\$	3,569	\$	1,843	\$	1,960	\$ 16,351
	Regional Nutritionist	\$	-	\$	2,998	\$	2,779	\$	2,793	\$	3,027	\$	3,159	\$	3,569	\$	1,843	\$	1,960	\$ 22,128
6532	Audiologist	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,320	\$	3,700	\$	2,033	\$	2,150	 11,203
6601	Laboratory Technologist	\$	-	\$	2,062	\$	1,974	\$	1,916	\$	1,974	\$	2,121	\$	2,662	\$	-	\$	614	\$ 13,323
6602	Dental Therapist	\$	2,369	\$	2,106	\$	2,018	\$	1,960	\$	2,033	\$	•	\$	-	\$	614	\$	687	\$ 11,788

Payment will be made to employees in the class codes listed in the Pay Equity Payment Schedule as follows:

#### **Current Employees**

Payments will be made to all current employees within 60 days from the date
of the signing of the Collective Agreement. Payment will be prorated each
year to the period in which the employee received pay based on one or more
of the class codes. No application will be required by the employees.

### Terminated Employees Resident in the NWT

 Payments will be made within 90 days of receipt of an application after signing of the Collective Agreement to terminated employees who had five or more years of continuous service on termination and who are ordinarily resident in the NWT. Payment will be prorated each year to the period in which the employee received pay based on one or more of the class codes.

### Terminated Employees with Ten or More Years of Service

Payments will be made within 90 days of receipt of an application following
the signing of the Collective Agreement to terminated employees who had ten
or more years of continuous service on termination. Payment will be prorated
each year to the period in which the employee received pay, based on one or
more of the class codes.

The parties agree that these terms represent a full and final settlement of the Pay Equity Complaint.

			· · · · · · · · · · · · · · · · · · ·

2.01(hh) "Voluntary Separation" means:

- (i) an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice or who has been laid-off and is on the priority list as a result of a lay-off.
- (ii) an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.

DATE:

March 5, 1998

FOR THE EMPLOYER:

All And I

FOR THE UNION OF NORTHERN WORKERS:

Milhan

#### DISCRIMINATION

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, 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.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

-feb. 7, 1998

Mulham

## ARTICLE 6

## STRIKES AND LOCKOUTS

6.02

DELETE

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS

February 4, 1998

my hus

## ARTICLE 9

# EMPLOYERS DIRECTIVES

9.01(b)

DELETE

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS

February 4,1998

Mulhan

### ARBITRATION HEARINGS (Disputes) & MEDIATION

- 12.01(a) Upon reasonable notification, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation;
- 12.01(b) Upon reasonable notification, the Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing;
- 12.02(b) Upon reasonable notification, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.
- 12.02(c) Upon reasonable notification, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 6,1998

18.02 (2) AMEND TO READ:

TH AS

The Employer shall reply to the request for vacation leave submitted by the 7employee as soon as possible, but no later than two (2) weeks after the request has been received.

18.03 (3)

Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

DATE:

FOR THE EMPLOYER:

FUR THE UNION OF NORTHERN WORKERS

February 5, 1998

Michan

### 19.01(1) Amend to read:

An employee shall earn special leave credits up to a maximum of thirty (30) days at the following rates:

- (a) .50 of a day for each calendar month in which he/she received pay for at least ten (10) days, or
- (b) .25 of a day for each calendar month in which he/she received pay for less than ten (10) days.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

May 8 1998

#### SPECIAL LEAVE

19.02(2)(a)(i)

where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

Tehman 5, 1998

Myshan

20.09(b)(iii) Amend to read:

up to **25** days hotel accommodation and meal costs in accordance with Article 45.04 and 45.05.

20.09(b)(iv) Amend to read:

up to a maximum, of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.

DATE:

May 8, 1998

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

Mulhan

20.09(c)(i) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 20.09(b).

DATE:

FOR THE EMPLOYER:

FOR THE UNIONION OF NORTHERN WORKERS:

March 6/98

#### TRANSPORTATION TO A MEDICAL CENTRE

20.09(c)(ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependent, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 5,1998

In Show

### TRANSPORTATION TO A MEDICAL CENTRE

20.09(d) In the case of an employee being the escort for a member of his/her immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under

Clause 20.10, will not be granted for this escort only.

duty

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

Feb. 7, 1998

Myshan

### MATERNITY LEAVE

21.03(b)(iv) No employee shall be laid-off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or adoption leave without the consent of the employee, the employer and the union.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

Feb. 7, 1998

Mushan

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An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

22.11(a) School year employees means Special Needs Assistants, Instructors in Young Offenders Facilities, School Community Counsellors, **Dental Therapists** and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

March 6/98

A. M.

24.02(5)(a) Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period except in recoveries for absence without leave.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 7,1998

24.03

Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the **four weeks** following the day **the employee submits the appropriate form.** 

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 7, 1998

Mulhar

### PERFORMANCE INCREMENTS

Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him/her, a pay increment may become due to him/her six (6) months after the month he/she would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he/she would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 7,1998

#### 27.01 Amend to read:

An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:

- (a) One dollar and ten cents (\$1.10) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
- (b) One dollar and twenty-five cents (\$1.25) per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

May 8, 1998

#### STANDBY

29.03

Subject to operational requirements and where there is cause, employees may refuse to be on standby during off-duty hours.

DATE

FOR THE EMPLOYER

FOR THE UNION OF **NORTHERN WORKERS** 

#### ADJUSTMENTS OF DISPUTES

- 37.03(b) provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 37.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
  - (a) First Level (first level of management)
  - (b) Final Level (Deputy Head)
- Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the Union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days.
- The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at the first level and within thirty (30) calendar days at the Final Level.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 8,1998

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Folomary 7,1998

#### **ARBITRATION**

Jahr. ...

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under the *Public Service Act*.

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 Mervin Chertkow Allan Hope Alan Beattie

### (b) Supplementary Arbitrators

Stephen Kelleher
John Moreau
Colin Baile
Judi Korbin
David Jones
Glen Power
Gwen Randall
Allen Ponak
David Tettensor
Robert Blassina
Phyllis Smith

- (2) If the parties are unable to agree upon an arbitrator, either party may, within a 30 day period, apply to the Supreme Court of the Northwest Territories to appoint an arbitrator from;
  - (a) the main list referred to in Clause 37.20(1)(a); or
  - (b) in the event there are no arbitrators on the main list the parties will exchange lists consisting of two arbitrators they

have selected from the supplementary list (37.20(1)(b)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Supreme Court of the Northwest Territories.

 $\mathcal{A}$   $\mathcal{A}$ 

¬ When an arbitrator from the supplementary list (37.20(1)(b)) is used for four (4) formal arbitrations and neither the Union r→or the Employer have any objections that arbitrator will be moved to the main list (37.20(1)(a)).

- 37.20(3)
- (a) Either party may have an arbitrator removed from either list by providing notice to the other party.
- (b) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.

#### ARBITRATION FEE SCHEDULE

- Arbitrators will be paid two hundred (\$200.00) dollars per hour for pre-hearing preparations, hearings, and award preparations to a daily maximum of one thousand eight hundred (\$1,800.00) dollars. Travel time will be paid at a rate of one hundred and twenty-five (\$125.00) dollars per hour.
- In the event the parties agree the Fee Schedule has become outdated new mutually agreed upon rates will replace the rates in Clause 37.28.
- 37.30 Any out of pocket expenses will be reimbursed separately.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

#### 40.06 AMEND SECOND PARAGRAPH TO READ:

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.

DATE:

FOR THE EMPLOYER:

FUR THE UNION OF NORTHERN WORKERS

February 5/98

### **ULTIMATE REMOVAL ASSISTANCE**

42.0X

The move must take place within one (1) year, except in extenuating circumstances approved by the Deputy Head.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 7, 1998

Malhun

The appropriate article number to be determined.

43.01(a) Amend to read:

The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.

43.01(b) New

Employees shall be deemed on duty travel for the time in transit. Employees shall be compensated for travel at regular salary for the time in transit, to a maximum of three (3) days.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

May 8, 1998

- 43.03(b) The cost of meals and incidental expenses will be reimbursed in accordance with the duty travel article 45.05 for the employee and his/her spouse plus an amount equal to one-half of that rate for each other dependants.
  - (i) at the start of the journey for a maximum of three (3) days.
  - (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one day for each six hundred and forty-four kilometres 644 km. (400) miles of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other enroute distances.

The maximum claim payable for kilometrages, meals, and lodging enroute cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(a)(i).

- (iii) at destination while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the employee or up to ten (10) days if dependants are not with the employee.
- (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at destination of more than twenty-one (21) days or ten (10) days, as applicable, the Employer may, in exceptional circumstances such as the lack of accommodation at destination, approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
- (v) Under no circumstances will an employee be granted interim lodging and meals exceeding twenty-one (21) days or ten (10) days as applicable, including the period at the start of the journey and at the destination without the approval of the Employer or his/her delegate.

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

DATE: March 6,1998

#### **NEW ARTICLE 57**

#### VIOLENCE IN THE WORKPLACE

57.01 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence means an actual or threatened physical or verbal attack.

When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the Safety Act and any other relevant jurisdictional policies and procedures.

The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

### THE UNION OF NORTHERN WORKERS

#### AND

#### THE GOVERNMENT OF THE NORTHWEST TERRITORIES

The parties agree that, during the term of this Collective Agreement, a joint Union/Employer Committee shall be established to develop and reach agreement on policies and procedures with respect to the prevention of violence to staff, the management of violent situations and the provision of counselling and support to employees.

DATE

57.02

57.02

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 8,1998

meran

May

# APPENDIX A4 - DORMITORY SUPERVISORS IN SCHOOL HOSTELS

Parties agree to delete from Collective Agreement.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

Fabruary 7, 1998

- Machine

A8.07(3) An annual allowance of **two hundred** dollars **(\$200.00)** will be provided to those employees who the Employer, the Worker's Compensation Board or the NWT Safety Act deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and after every twelve **(12)** months of employment.

DATE:

· March 6,1998

FOR THE EMPLOYER:

- Jijijim

FOR THE UNION OF NORTHERN WORKERS:

Jungoso

### A10.01(b) Amend to read:

Class contact hours for instructors shall not exceed 900 hours in any instructional year. Contact hours beyond 450 hours in either half of the year shall be on a voluntary basis and paid in accordance with A10.01(c). One contact hour shall be one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.

DATE:

May 8, 199

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

Jan Mar

#### **APPENDIX A10**

#### COLLEGE EDUCATORS

#### PROFESSIONAL DEVELOPMENT COMMITTEES

#### AMEND TO READ:

A10.04(1) There shall be a Professional Development Committee for each College. The Professional Development Committee in each College will consist of a total of seven (7) members.

The Members of each Committee shall be appointed through nomination and election for each College in each of the first five areas listed below and shall be full-time instructors of the College represented. (For the purposes of Professional Development only, the term instructor shall include Chairpersons, Directors of Community Programs, Department Heads, Counsellors, Librarians, and Nunavut & Aurora Research Institute Managers).

A10.04(3) ADD

All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

A10.07(2) AMEND TO READ:

Any indeterminate or term full-time instructor shall be eligible for Education Leave.

A10.15 DELETE:

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS

#### APPENDIX A10

#### PROFESSIONAL DEVELOPMENT COMMITTEES

#### AMEND TO READ:

A10.07(4) Applications for Long-Term Educational leave shall be submitted to the Professional Development Committee no later than January 15<sup>th</sup> for the following academic year (i.e. Fall semester); and April 30 for Winter and Spring semesters. The Committee shall reach a decision no later than March 31<sup>st</sup> for Fall Semester start and June 30<sup>th</sup> for the Winter and Spring start. Applications for Summer and Short term education leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. The Committee shall reach a decision no later than April 30<sup>th</sup>.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS

February 4,1998

### A 10.07(8)(v)NEW

Add to read:

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.

DATE:

March 8, 1998

FOR THE EMPLOYER:

FOR THE UNION OF

NORTHERN WORKERS:

Appendix A	11Health Care Workers	
24.11(a)	Responsibility Allowance	

Amend to read:

When an employee is designated in charge of a ward, unit or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of two dollars (\$2.00) in respect of such added responsibilities.

per hour A & #8

March 6,1998

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF **NORTHERN WORKERS:** 

#### APPENDIX A11 - HEALTH CARE WORKERS

E8(4) AMEND TO READ:

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head and is employed in a capacity utilizing this course will receive an additional \$50 per month.

E8(5) AMEND TO READ:

An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional \$100 per month.

DATE:

FOR THE EMPLOYER:

FUR THE UNION OF NORTHERN WORKERS

### APPENDIX A11 - HEALTH CARE WORKERS

#### H. Amend to read:

All health care professionals (excluding administrative support staff and cleaning staff) shall be credited with a one pay level increment for each two (2) years' prior experience they have in their field to a maximum of three steps.

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

May 8, 1998

### MEMORANDUM OF UNDERSTANDING - PAGE 204

**DELETED** 

### **MEMORANDUM OF UNDERSTANDING - PAGE 208**

DELETED

DATE:

FOR THE EMPLOYER:

FUR THE UNION OF NORTHERN WORKERS

February 5, 1998

Mniska

### **MEMORANDUM OF UNDERTANDING - PAGE 205**

Parties agree to delete from the Collective Agreement.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 7, 1998

- Mushan

### **MEMORANDUM OF UNDERSTANDING - PAGE 210**

Parties agree to delete from Collective Agreement.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

February 5, 1998

Milhar

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN THE

#### **GOVERNMENT OF THE NORTHWEST TERRITORIES**

#### · AND THE

#### UNION OF NORTHERN WORKERS

The parties recognize that child care can be a significant issue for employees.

It is in the interests of both parties to reduce as many barriers to employment as possible. Insufficient child care facilities create an employment barrier. The full effect of this barrier on employment with the GNWT needs to be assessed in each community in order to determine the most effective and efficient solutions. The parties agree to engage in a joint study of this issue. The Government will provide funding, to a maximum of \$50,000, in the fiscal year 1998/1999 for a joint union/management study. This study will be completed by March 31, 1999 and any actions or recommendations flowing from the study to improve or create child care facilities must:

- support child care facilities in communities in the north;
- look at creative ways of enhancing child care, taking into consideration the differing needs in communities in the north;
- support the development of a northern workforce; and
- support quality, affordable & accessible child care.

DATE:

March 8, 1998

FOR THE EMPLOYER:

1

FOR THE UNION OF NORTHERN WORKERS:

Mulhur

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

### THE GOVERNMENT OF THE NORTHWEST TERRITORIES

### AND THE

## UNION OF NORTHERN WORKERS

The parties agree that, during the life of this Collective Agreement, they will jointly review Appendix A5, in an attempt to reach agreement on contract language that reflects the interests of both parties.

DATE

FOR THE EMPLOYER

FOR THE UNION OF NORTHERN WORKERS

Folomery 5, 1998

Milhan

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# THE GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)

#### AND THE

# UNION OF NORTHERN WORKERS (UNW)

The parties agree to jointly develop, through the assistance of the Nunavut and Aurora Colleges, a training plan for managers, employees, union representatives and investigators on the prevention of workplace harassment and resolution of complaints. Training will occur in each regional centre at least once in the fiscal year 1998/1999 and at least once in 1999/2000. The Employer agrees to commit at least \$100,000 for fiscal year 1998/1999 and \$100,000 for fiscal year 1999/2000 for the cost of this joint training.

A new Workplace Conflict Resolution Policy will be adopted by the Employer. The Employer and the Union will meet to discuss a regular review process for the policy which ensures that the Union's input is taken into consideration prior to its implementation.

Mari

DATE:

FOR THE EMPLOYER:

FOR THE UNION OF NORTHERN WORKERS:

JOB TITLE: Wildlife Officer

**LOCATION:** Fort Smith

1998/1999	4% Wage Increase	\$ 2,326
	Northern Allowance Increase	\$ 1,132
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 3,958
1999/2000	2% Wage Increase	\$ 1,176
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 1.676

JOB TITLE: Income Support Worker

LOCATION: Yellowknife

1998/1999	6% Wage Increase	\$ 2,617
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 3,117
1999/2000	2% Wage Increase	\$ 947
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 1,447

Pay Equity Payment for the Period 1989-98 \$ 2,165

**JOB TITLE: School Community Counsellor** 

**LOCATION:** Baker Lake

1998/1999	5% Wage Increase Northern Allowance Increase Northern Allowance Lump Sum	\$ \$ \$	2,326 3,618 500
	Total Pay Increase	\$	6,444
1999/2000	2% Wage Increase	\$	947
	Northern Allowance Lump Sum	\$	500
	Total Pay Increase	\$	1,447

Pay Equity Payment for the Period 1989-98 \$ 16,936

**JOB TITLE: Community Health Nurse** 

LOCATION: Tuktoyaktuk

1998/1999	14% Wage Increase	\$ 7,070
	Northern Allowance Increase	\$ 3,006
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 10,576
		,
1999/2000	2% Wage Increase	\$ 1,156
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 1,656

Pay Equity Payment for the Period 1989-98 \$ 25,053

JOB TITLE: School Secretary

**LOCATION: Norman Wells** 

1998/1999	6% Wage Increase Northern Allowance Increase Northern Allowance Lump Sum Total Pay Increase	\$ \$ \$	1,746 4,022 500 6,268
1999/2000	2% Wage Increase Northern Allowance Lump Sum Total Pay Increase	\$ \$ \$	600 500 1,100
Pay Equity Pay	ment for the Period 1989-98	\$	25,053

JOB TITLE: Nurse in Charge

**LOCATION: Repulse Bay** 

1998/1999	9% Wage Increase	\$ 5,353
	Northern Allowance Increase	\$ 4,094
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 9,947
1999/2000	2% Wage Increase	\$ 1,297
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	 1,797

Pay Equity Payment for the Period 1989-98

\$ 33,199

**JOB TITLE: Corrections Officer** 

LOCATION: Iqaluit

1998/1999	5% Wage Increase	\$ 2,046
	Northern Allowance Increase	\$ 2,154
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 4,700
1999/2000	2% Wage Increase	\$ 835
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 1,335

JOB TITLE: Custodial Worker

**LOCATION:** Cape Dorset

1998/1999	2% Wage Increase		765
	Northern Allowance Increase	\$	2,596
	Northern Allowance Lump Sum	\$	500
	Total Pay Increase	\$	3,861
1999/2000	2% Wage Increase	\$	732
	Northern Allowance Lump Sum	\$	500
	Total Pay Increase	\$	1 232

JOB TITLE: Registered Nurse

LOCATION: Yellowknife

1998/1999	5% Wage Increase	\$ 2,397
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 2,897
1999/2000	2% Wage Increase	\$ 1,067
	Northern Allowance Lump Sum	\$ 500
	Total Pay Increase	\$ 1 567

Pay Equity Payment for the Period 1989-98 \$ 19,247