



MEETING AOC 197-19-22

STANDING COMMITTEE ON ACCOUNTABILITY AND OVERSIGHT

~
MONDAY, MAY 9, 2022
COMMITTEE ROOM A, LEGISLATIVE ASSEMBLY
9:00 AM

AGENDA

1. Prayer
2. Review and Adoption of Agenda
3. Declarations of Conflict of Interest
4. Public Matters
 - a) 22-04-02 – Premier – October 2020 – September 2021 Negotiated Contracts Report
 - b) 22-04-20 – Minister of Executive and Indigenous Affairs – Draft Intergovernmental MOUs with the Northwest Territory Métis Nation and the Gwich'in Tribal Council
 - c) 22-05-02 – Minister of Finance - Labour Market Supplement Policy
 - d) Invitation from EDE re: Taltson Hydro Project Expansion Briefing on Monday May 9, 2022 at 1:30 p.m.
5. In Camera Matters
 - a) LP 22-02 Municipal and Community Affairs
 - b) Confidential Correspondence
 - i. 22-04-02 – Premier – Disaster Assistance Policy Review
 - ii. 22-04-20 – Premier – Emerging Stronger Status Update
 - iii. 22-04-21 - Minister of Finance – COVID Coordinating Secretariat – February 2022 Variance Report
 - iv. 22-04-27 - Minister of Lands – Amendments to Two Interim Land Withdrawal Orders
 - v. 22-04-27 - Minister of Industry, Tourism and Investment – Update on Cantung and Mactung RFP process

6. New Business

a)

7. Deferred Items

a)

8. Date and Time of Next Meeting: Wednesday May 23, 2022 at 9:00 a.m.

9. Adjournment



April 02, 2022

INFORMATION OR COMMUNICATIONS PUBLIC

KEVIN O'REILLY
CHAIRPERSON
STANDING COMMITTEE ON ACCOUNTABILITY AND OVERSIGHT

October 2020 - September 2021 Negotiated Contracts Report

The *Negotiated Contracts Policy* (the *Policy*) requires the Premier to prepare and make publicly available an annual report on negotiated contracts awarded by the Government of the Northwest Territories (GNWT) in accordance with the *Policy*.

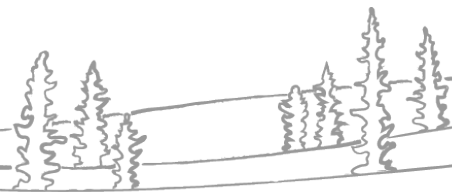
Attached, please find the Negotiated Contracts Report for the period of October 1, 2020 through September 30, 2021, which will be published on the Department of Executive and Indigenous Affairs' (EIA) website.

As I have noted in past correspondence to the Chair of the Standing Committee on Accountability and Oversight, the annual reports pursuant to the *Policy* are different from the GNWT contracts reports prepared by the Department of Finance (FIN). Whereas this annual report captures only those contracts that are applicable for reporting under the *Policy*, the contracts reports prepared by the Department of Finance capture all contracting activity in the GNWT, regardless of the policy or legislative base.

Caroline Cochrane
Premier

Attachment

- c: Members of the Legislative Assembly
Principal Secretary
Secretary to Cabinet/Deputy Minister, Executive and Indigenous Affairs
Members, Standing Committee on Accountability and Oversight
Committee Advisor, Standing Committee on Accountability and Oversight
Committee Clerk, Standing Committee on Accountability and Oversight



NEGOTIATED CONTRACTS ANNUAL REPORT

CONTRACTS AWARDED UNDER THE *NEGOTIATED CONTRACTS POLICY* (11.26)

October 1, 2020 – September 30, 2021

Government of
Northwest Territories

Department/Agency	Contract Scope	Contractor	Specific Benefits Anticipated	Contract Limit	Contract Term
Industry, Tourism and Investment	Construction of two emergency shelters on the CANOL Heritage Trail, located at Mile 125 and 150	Doi T'oh Territorial Park Corporation	<ul style="list-style-type: none"> Develop the contractor's capacity and skills to develop, operate and manage a territorial park 	\$275,000	16 months
Infrastructure	Enabling works for the Inuvik Airport Runway Extension and Civil Infrastructure Project	13394883 Canada Inc. – Consortium between Delta North Alliance, EGT Northwind Ltd. and 21 other local or regional companies	<ul style="list-style-type: none"> Retain employment, training and business opportunities within the Beaufort Delta Region Grow competitive capacity for future infrastructure projects within the region 	\$4,700,000	6 months
Infrastructure	Rehabilitation of Highway 7 (Liard Highway), for the section between km 20 and km 38	Beaver Enterprises Limited Partnership	<ul style="list-style-type: none"> Achieve employment, training and business opportunities for the residents of the Nahendeh region and other parts of the Northwest Territories Grow competitive capacity in road construction within the region Ensure the majority of benefits associated with the project remain in the Northwest Territories 	\$14,500,000	3 years
Infrastructure	Rehabilitation of Highway 1 (Mackenzie Highway), for the section between km 222 and km 240	Digaa Enterprises Ltd. and Rowe's Construction Ltd. – Joint Venture	<ul style="list-style-type: none"> Achieve employment, training and business opportunities for area residents, particularly in Fort Providence and Kakisa Grow competitive capacity in road construction within the region Ensure the benefits associated with the project remain in the Northwest Territories 	\$9,500,000	3 years

Department/Agency	Contract Scope	Contractor	Specific Benefits Anticipated	Contract Limit	Contract Term
Infrastructure	Remediation of two land treatment units at the James Creek Highway Maintenance Camp, located on the Dempster Highway	Gwich'in Development Corporation	<ul style="list-style-type: none"> Retain employment, training and business opportunities within the Gwich'in Settlement Area Ensure the project is performed by a local business and provides local employment Grow regional capacity in environmental remediation 	\$450,000	For completion by July 2022
Infrastructure	Provide labour and equipment to complete runway drainage improvements at the Sachs Harbour Airport	Hamlet of Sachs Harbour	<ul style="list-style-type: none"> Maximize employment, training and business opportunities for the residents of Sachs Harbour Grow the administrative, managerial and operational capacity of the Hamlet of Sachs Harbour 	\$400,000	2 years
Infrastructure	Construction and maintenance of the Inuvik to Aklavik Winter Road	K & D Contracting Ltd.	<ul style="list-style-type: none"> Maximize employment, training and business opportunities for the residents of Aklavik Achieve effective and efficient construction by building on the contractor's knowledge and experience with the Mackenzie Delta channels between Inuvik and Aklavik 	\$2,160,000	5 years
Infrastructure	Operation and maintenance of the Dempster Highway, for the section between km 0.0 and km 142.6	LJ's Septic Services and Contracting Ltd.	<ul style="list-style-type: none"> Retain employment, training and business opportunities within the Gwich'in Settlement Area Ensure the project is performed by a local business and provides local employment 	\$1,567,472 per year	3 years, with a 2-year extension option
NWT Housing Corporation	Construction of one replacement public-housing duplex in Fort Smith	994481 NWT Ltd.	<ul style="list-style-type: none"> Maximize employment, training and business opportunities for the residents of the South Slave Region Grow regional capacity in housing construction for future projects Reduce project costs associated with travel and accommodation Promote regional pride and accomplishment 	\$1,375,000	For completion within 1 year

Department/Agency	Contract Scope	Contractor	Specific Benefits Anticipated	Contract Limit	Contract Term
NWT Housing Corporation	Construction of two single family residences in Norman Wells for the Royal Canadian Mounted Police	Norman Wells Claimant Corporation (Norman Wells Land Corporation)	<ul style="list-style-type: none"> • Maximize employment, training and business opportunities for the residents of the Sahtú Region • Grow regional capacity in housing construction • Reduce project costs associated with travel and accommodation • Promote regional pride and accomplishment 	\$2,200,000	For completion by September 30, 2022

Notes

- The annual report shows the maximum contract limits and, where applicable, the terms authorized by the Executive Council.
- The annual report shows negotiated contracts authorized during the period October 1, 2020 to September 30, 2021 that were awarded by the time of the development of the report. Contracts authorized during this period but that have not yet been awarded may not be reported until future years.



April 20, 2022

INFORMATION OR COMMUNICATIONS NOT TO BE MADE PUBLIC UNTIL TRIGGERING EVENT

KEVIN O'REILLY
CHAIRPERSON
STANDING COMMITTEE ON ACCOUNTABILITY AND OVERSIGHT

INFORMATION ONLY: Draft Intergovernmental MOUs with the Northwest Territory Métis Nation and the Gwich'in Tribal Council

In accordance with provision 4 of the *Process Convention on Communications between the Executive Council, Ministers, Standing Committees, and Regular Members*, I am sharing two intergovernmental memorandums of understanding (MOU), one between the Government of the Northwest Territories (GNWT) and the Northwest Territory Métis Nation (NWTMN), and the other between the GNWT and the Gwich'in Tribal Council (GTC). These are being shared for information purposes with the Standing Committee on Accountability and Oversight before the renewals are publicly announced.

As Minister of Executive and Indigenous Affairs, I have been authorized to renew these Intergovernmental MOUs, by signing on behalf of the GNWT, consistent with the agreements (attached) reviewed by the Executive Council on March 31, 2022. The NWTMN MOU was signed at the intergovernmental MOU meeting with the NWTMN on April 12, 2022, and the GTC MOU is planned to be signed on April 29, 2022. Both will be in effect for four-year periods.

Please let me know if the Committee would like additional information or a briefing on the renewed MOUs.

Caroline Cochrane
Minister, Executive and Indigenous
Affairs

Attachments

- c. Members of the Legislative Assembly
Principal Secretary
Secretary to Cabinet/Deputy Minister, Executive and Indigenous Affairs
Clerk, Standing Committee on Accountability and Oversight
Advisor, Standing Committee on Accountability and Oversight
Committee Members, Standing Committee on Accountability and Oversight



**INTERGOVERNMENTAL MEMORANDUM
OF UNDERSTANDING
between the
Northwest Territory Métis Nation (NWTMN)
and the
Government of Northwest Territories (GNWT)
(Individually referred to as a “Government” and, collectively, as the “Two Governments”)**

April 12, 2022

1. INTENT

- 1.1. The Northwest Territory Métis Nation (NWTMN) and the Government of Northwest Territories (GNWT) wish to renew their Memorandum of Understanding (MOU) that will re-affirm and continue their government-to-government relationship.
- 1.2. The Two Governments:
 - 1.2.1. desire that their governing authorities be recognized and respected by each other;
 - 1.2.2. welcome the opportunity to deepen their understanding of each other's views and commit to developing working relations that are based respect, recognition, responsibility, and reconciliation to make progress and achieve outcomes on matters of mutual interest; and
 - 1.2.3. commit to constructive collaboration and open, respectful communications.
- 1.3. This MOU will guide the working relationship between the Two Governments and through cooperation and collaboration, help maximize benefits for NWTMN Members and residents of the Northwest Territories.

2. PROMOTING COOPERATION AND INFORMATION SHARING

- 2.1. This MOU is intended to advance cooperation between the Two Governments, to facilitate sharing of information relevant to concerns and mutual interests and to enhance productive ongoing communications.
- 2.2. In a spirit of partnership, the Two Governments will identify opportunities for constructive collaboration and ways in which to advance those opportunities.
- 2.3. The Two Governments wish to recognize their respective governing jurisdictions and authorities.
- 2.4. The Two Governments recognize and respect the diversity of cultures, history, and traditions among the people of the Northwest Territories and respect that the Two Governments may have different perspectives and unique political and policy priorities on various issues due to unique circumstances of capacity, history, priorities, and aspirations.

- 2.5. The Two Governments recognize that there may be different perspectives on various issues and that agreement may not always be achievable on all issues, but the Two Governments commit to work in good faith to reach an agreement wherever possible.
- 2.6. The Two Governments commit to constructive collaboration, in a spirit of cooperation and mutual respect, knowing that cooperation will help to maximize the benefits for the people they serve.

3. AREAS OF COOPERATION

3.1. The Two Governments agree that the areas of cooperation and discussion related but are not limited to:

- implementation of the United Nations Declaration on the Rights of Indigenous Peoples;
- settle land, resources, and self-government agreement;
- resolutions of the NWTMN annual general assembly;
- environment and climate change related issues;
- economic development;
- employment, skill development, job training, and GNWT human resource issues;
- social programs:
 - child and family services;
 - health services and benefits;
 - culture and heritage;
 - education – junior kindergarten to post-secondary;
 - income support;
 - services for Elders;
 - housing;
 - policing; and
 - justice.
- Any other areas of mutual interest identified by NWTMN and the GNWT.

4. MEETINGS OF ELECTED LEADERS

4.1. Meetings of elected leaders will build and maintain a mutually respectful government-to-government relationship between the Two Governments.

- 4.2. There shall be two meetings a year between the NWTMN Executive, NWTMN Métis Council Presidents, and Members of the GNWT Executive Council.
- 4.3. The leaders' meeting will rotate between NWTMN and the GNWT hosting and the location will rotate between an NWTMN community and Yellowknife, unless otherwise agreed to by the Two Governments.
- 4.4. The leaders' meeting will be chaired by the Premier of the Northwest Territories and the President of the NWTMN on a rotating basis.
- 4.5. Prior to leaders' meetings, the Two Governments will reach agreement on an agenda that has been jointly developed by their senior officials. Where applicable, lead notes, briefing materials, reports and other documents may be shared by the Two Governments in advance of the leaders' meeting to allow for proper planning, preparation, and leadership discussion.
- 4.6. To ensure that a dialogue takes place during the GNWT Operations and Maintenance and Capital Planning processes, efforts will be made to hold meetings in either the first or third quarter of the fiscal year.
- 4.7. The Two Governments may invite other senior officials, and advisors, such as elders, to attend leaders' meetings. The Two Governments may permit such persons to make submissions or presentations at the leaders' meeting, if agreed to by the Two Governments.
- 4.8. Only the President, Vice-President, and Treasurer of the NWTMN, Presidents of the NWTMN Métis Councils, and Members of the GNWT Executive Council will sit at the leaders' table.
- 4.9. At these meetings, the leaders will:
 - make good faith efforts to address matters set out in the agenda;
 - provide instructions to the senior officials, as appropriate; and
 - agree upon a summary of commitments and a joint communiqué prior to the end of the meeting.

5. MEETINGS OF SENIOR OFFICIALS

- 5.1. The Two Governments' senior officials will support the government-to-government work of elected leaders.

- 5.2. Each Government will designate a lead senior official responsible for coordinating preparation and follow-up of the meetings of elected leaders, and will provide notice of that official to the other Government, including their contact information.
- 5.3. The senior officials will be responsible to provide administrative support to the leaders' meetings. The senior officials will work together to:
 - coordinate the preparation of leaders' meetings, including scheduling and location of the leaders' meeting;
 - prepare a draft joint agenda for leader approval, including shared lead notes and shared materials;
 - prepare a draft summary of commitments and draft joint communique for leaders' approval at the end of the leaders' meeting; and
 - carry out directions provided by the leaders.
- 5.4. Senior officials from the Two Governments will meet regularly (quarterly) to review the commitments from the leaders' meeting in the commitment matrix and work plans, if applicable, to ensure that meeting commitments are fulfilled.
- 5.5. From time to time, senior officials from the NWTMN shall be invited to the South Slave Regional Management Committee meetings.
- 5.6. From time to time, senior officials from the GNWT shall be invited to board meetings and assemblies of the NWTMN.

6. INFORMATION SHARING

- 6.1. The Two Governments recognize that in order to effectively make progress on areas of mutual interest it is important that information be shared in an open and timely manner, subject to any constraints imposed by law.
- 6.2. The Two Governments are committed to meaningful communications on GNWT initiatives that may have an impact on the NWTMN.
- 6.3. In order to facilitate achieving effective progress on areas of mutual interest, the Two Governments will adhere to protocols for effective communication between Governments.
- 6.4. Each Government will notify the other, in advance of upcoming activities, emergent issues of concern, and upcoming public engagement or consultations.

For example, the GNWT shall advise the NWTMN when Ministers are intending to visit NWTMN communities.

7. PROTOCOLS FOR COMMUNICATION

The protocol for formal correspondence includes, but is not limited to:

- 7.1. GNWT formal correspondence addressed to the NWTMN President or Presidents of the Métis Councils should be copied to:
 - Premier of the Northwest Territories
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - NWTMN Executive Director
 - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.2. NWTMN formal correspondence addressed to the Premier of the Northwest Territories should be copied to:
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.3. NWTMN formal correspondence addressed to Minister(s) of the GNWT should be copied to:
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - Deputy Minister of the appropriate department(s)
 - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.4. Without altering protocols set out in the foregoing provisions, to facilitate the effective and efficient ongoing exchange of information for specific operational processes, the elected leaders may be asked to identify a senior official properly mandated and authorized to coordinate on behalf of their respective government, if it is other than the elected leader.

- 7.5. Formal correspondence addressed to lead senior officials should be copied to:
 - President of the NWTMN
 - Premier of the Northwest Territories
 - President(s) of the NWTMN Métis Councils, as applicable
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs

- Executive Director NWTMN
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

8. JOINT COMMUNICATION

- 8.1. The Two Governments recognize the importance of issuing joint letters, press releases, statements, or other communications on matters of mutual interest and concern ("Joint Communications").
- 8.2. Joint communications include, but are not limited to, any communication, document or material bearing the logos of, or using the letterheads of both NWTMN and the GNWT.
- 8.3. The Two Governments recognize the importance of ensuring that any joint communications have been duly reviewed and approved by both senior officials and elected leaders of their respective governments prior to release or publication of the joint communication.
- 8.4. Any request by either Government for the issuance of any joint communication, including the use of the other government's logo or letterhead on any materials whatsoever, shall be made at least 48 hours in advance, in writing, to the NWTMN Executive Director on behalf of the NWTMN and to the Principal Secretary on behalf of the GNWT.
- 8.5. The agreement of NWTMN and the GNWT to the issuance of any joint communications shall be given in writing by the NWTMN Executive Director on behalf of the NWTMN and by Principal Secretary on behalf of the GNWT.
- 8.6. No joint communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

9. COSTS

- 9.1. Each Government will be responsible for the costs of its participation in the leaders' meetings and senior officials' meetings.

10. EFFECT OF THE MEMORANDUM OF UNDERSTANDING

- 10.1. Nothing in this MOU creates or affects any legal or contractual rights or obligations and is not to be construed as imposing any financial obligation on either of the Two Governments.
- 10.2. Nothing in this MOU is intended to preclude, replace, or substitute the participation of NWTMN or NWTMN Métis Councils in any other intergovernmental processes or agreements.
- 10.3. Nothing in this MOU restricts the Two Governments from holding additional meetings between the President of the NWTMN and/or Presidents of the Métis Councils and the Premier and/or Ministers.

11. TERM OF THE MEMORANDUM OF UNDERSTANDING

- 11.1. This MOU shall be in effect for a period of four (4) years from the date of signing.

12. RENEWAL

- 12.1. Upon written consent of the Two Governments, this MOU may be renewed for a further term as agreed.

13. AMENDMENTS

- 13.1. This MOU may be reviewed and amended upon mutual agreement of the Two Governments. Such review and amendment require written notice being given to the other government at least 60 days in advance.

14. TERMINATION

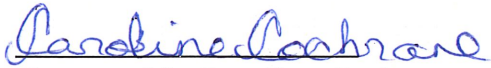
- 14.1. This MOU may be terminated by either Government upon written notice being given to the other Government at least 60 days in advance of the termination date.

If this MOU is terminated, it will not affect any other agreements or understandings in place between the Two Governments.

SIGNATORIES


This MOU is signed by the Northwest Territory Métis Nation and the Government of Northwest Territories on this 12th day of April 2022.

FOR THE GOVERNMENT OF NORTHWEST TERRITORIES



Honourable Caroline Cochrane
Premier of the Northwest Territories

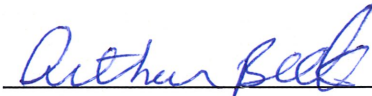
FOR THE NORTHWEST TERRITORY MÉTIS NATION



President Garry Bailey
President, Northwest Territory Métis Nation



President Trevor Beck
President, Hay River Métis Government Council



President Arthur Beck
President, Fort Resolution Métis Government



President Allan Heron
President, Fort Smith Métis Council



Gwich'in Tribal Council

and

Government of the Northwest Territories (GNWT)

Memorandum of Understanding (MOU)

Regarding

Intergovernmental Cooperation and Coordination

(collectively known as the "Two Governments")

April 29, 2022

1. PREAMBLE

- 1.1. **Whereas**, the Gwich'in have traditionally used and occupied lands in the Northwest Territories (NWT), Yukon, and Alaska from time immemorial;
- 1.2. **Whereas** Chiefs and headmen representing the Gwich'in (known as the Loucheux at the time) signed Treaty 11 in Tsiigehtchic (Arctic Red River) on July 26, 1921 and Fort McPherson (Teet'it Zheh) on July 28, 1921;
- 1.3. **Whereas** the Gwich'in and the Government of the Northwest Territories (GNWT) are signatories to the Gwich'in Comprehensive Land Claim Agreement (GCLCA), a modern treaty approved by Order in Council P.C. 1992-757 dated April 10, 1992;
- 1.4. **Whereas** the GNWT recognizes that the Gwich'in are aboriginal peoples of Canada and possess an inherent right of self-government under Section 35(1) of the *Constitution Act*, 1982;
- 1.5. **Whereas** the Gwich'in Tribal Council is the responsible Indigenous government on behalf of the Gwich'in and the GNWT is the public government on behalf of all citizens of the NWT;
- 1.6. **Whereas** the Gwich'in Tribal Council and GNWT recognize their concurrent responsibility to Gwich'in residents of the NWT;
- 1.7. **Whereas** the GNWT is committed to building and maintaining a mutually respectful government-to-government relationship with the Gwich'in;
- 1.8. **Whereas** the Gwich'in and the GNWT acknowledge that cooperation and coordination among political leadership and senior officials is key to fulfilling the potential of the government-to-government relationship; and
- 1.9. **Now therefore**, the Gwich'in Tribal Council and the GNWT wish to continue to recognize the government-to-government relationship by way of this renewed intergovernmental memorandum of understanding ("Intergovernmental MOU") and engage in the relationship by way of regular meetings of political leadership and senior officials.

2. OBJECTIVES

2.1. This Intergovernmental MOU is intended to:

- Enhance the practical realization of the government-to-government relationship;
- Enhance the day-to-day interaction, cooperation, and coordination of the Gwich'in Tribal Council and the GNWT; and
- To raise issues and resolve issues of mutual concern in a manner that reflects the Gwich'in Tribal Council, its participants and public interests.

3. PRIORITY TOPICS FOR CONSIDERATION

3.1. The items listed below are considered by the Two Governments as priority topics for further consideration and discussion:

- 3.1.1. The provision of effective social programs in all Gwich'in communities, most notably health services, education, income support, services for elders, housing, and policing and justice;
- 3.1.2. Economic development in the Gwich'in Settlement Area and to realize the potential for Gwich'in to participate fully in all aspects of the Northern economy;
- 3.1.3. Employment, skill development, and job training for Gwich'in participants;
- 3.1.4. Management of air, land, water, and wildlife issues; and
- 3.1.5. Any other areas of mutual interest identified by the Two Governments.

4. INFORMATION SHARING and COMMUNICATION

- 4.1. The Two Governments recognize that in order to effectively make progress on areas of mutual interest, it is important that information be shared in an open and timely manner, subject to any constraints imposed by law.
- 4.2. The Two Governments are committed to meaningful communication on GNWT initiatives that may have an impact on the Gwich'in.
- 4.3. Each government will notify the other, in advance of upcoming activities, emergent issues of concern, potential opportunities and upcoming public engagement or consultations. For example, the GNWT shall advise the Gwich'in Tribal Council when Ministers are intending to visit Gwich'in communities.
- 4.4. GNWT formal correspondence addressed to the Grand Chief of the Gwich'in Tribal Council should be copied to:
 - the Gwich'in Tribal Council Chief Executive Officer,
 - the Gwich'in Tribal Council Manager of Government Affairs,
 - the Premier of the Northwest Territories,
 - the Principal Secretary,
 - the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
 - the Deputy Secretary, Indigenous and Intergovernmental Affairs.
- 4.5. Gwich'in Tribal Council formal correspondence addressed to the Premier of the Northwest Territories should be copied to:
 - the Gwich'in Tribal Council Grand Chief
 - the Gwich'in Tribal Council Chief Executive Officer;
 - the Gwich'in Tribal Council Manager of Government Affairs
 - the Principal Secretary,
 - the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
 - the Deputy Secretary, Indigenous and Intergovernmental Affairs.
- 4.6. Gwich'in Tribal Council formal correspondence addressed to Ministers of the GNWT should be copied to:
 - the Gwich'in Tribal Council Grand Chief

- the Premier of the Northwest Territories
- the Gwich'in Tribal Council Chief Executive Officer;
- the Gwich'in Tribal Council Manager of Government Affairs
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

4.7. GNWT formal correspondence addressed to Designated Gwich'in Organizations/Gwich'in Councils should be copied to:

- the Gwich'in Tribal Council Chief Executive Officer,
- the Gwich'in Tribal Council Chief Financial Officer
- the Gwich'in Tribal Council Manager of Government Affairs, and
- the Gwich'in Tribal Council Manager of Gwich'in Services.
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

4.8. Without altering protocols set out in the foregoing provisions, to facilitate the effective and efficient ongoing exchange of information for specific operational processes, the elected leaders may be asked to identify a senior official properly mandated and authorized to coordinate on behalf of their respective government, if it is other than the elected leader. Formal correspondence addressed to lead senior officials of the Two Governments should be copied to:

- the Gwich'in Tribal Council Chief Executive Officer,
- the Gwich'in Tribal Council Chief Operating Officer,
- the Gwich'in Tribal Council Manager of Government Affairs,
- the appropriate Designated Gwich'in Organization/Gwich'in Council as applicable,
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

5. GOVERNMENT-TO-GOVERNMENT MEETINGS

5.1. Meetings of Elected Leaders

- 5.1.1. Regular meetings of elected leaders will build and maintain a mutually respectful government-to-government relationship between the Gwich'in Tribal Council and the GNWT.
- 5.1.2. There shall be one (1) meeting a year between the Gwich'in Tribal Council Board of Directors and Members of the NWT Executive Council ("Bilateral Meeting").
- 5.1.3. The Bilateral Meeting will rotate between a Gwich'in Settlement Area community and Yellowknife.
- 5.1.4. In order to ensure that a dialogue takes place during the Operating and Maintenance and Capital Planning processes, efforts will be made to hold the Bilateral Meeting in either the first or third quarter of the fiscal year.
- 5.1.5. This Intergovernmental MOU does not restrict the Two Governments from holding additional meetings between the Executive of the Gwich'in Tribal Council and the Premier and/or Executive Council as may be required.
- 5.1.6. Bilateral Meetings will rotate between the Premier of the Northwest Territories and the Grand Chief of the Gwich'in Tribal Council.
- 5.1.7. Only the Gwich'in Tribal Council Board of Directors, selected Gwich'in Elders/Youth, and Members of the NWT Executive Council will sit at the leaders' table of the Bilateral Meeting.
- 5.1.8. The Two Governments may invite other elected officials, senior officials, staff and other advisors to attend the Bilateral Meeting. Each Government will inform the other of additional people invited and seek their agreement on attendance.
- 5.1.9. Prior to the Bilateral Meeting, the Two Governments will reach agreement on an agenda that has been jointly developed by senior officials. Where applicable, lead notes, briefing materials,

reports and other documents may be shared by the Two Governments.

5.1.10. At the Bilateral Meetings, the elected leaders of the Two Governments will:

- Chair the meetings on an alternating basis between the Grand Chief of Gwich'in Tribal Council and the Premier of the NWT.
- Make good faith efforts to address the matters set out on the agenda.
- The Two Governments, if agreed upon, may permit persons described in clause 5.1.8 above to make submissions or presentations during the Bilateral Meeting.
- Prior to the end of each Bilateral Meeting, the Two Governments will agree upon a joint summary of commitments and a joint communiqué.

5.2. Meetings of Senior Officials

5.2.1. Meetings between senior officials will support the government-to-government work of elected leaders.

5.2.2. Each government will designate a lead senior official responsible for coordinating preparation and follow-up of the meetings of elected leaders.

5.2.3. Senior officials shall meet in order to assist in the scheduling of, and preparation for, Bilateral Meetings, including developing a joint agenda and shared briefing materials.

5.2.4. Immediately following the Bilateral Meetings, senior officials will prepare a summary of commitments in support of the Bilateral Meetings to ensure that meeting outcomes are fulfilled and where applicable, developing a joint internal summary of

commitments and joint external communiqué for review prior to the end of the Bilateral Meeting

- 5.2.5. Senior officials from the Two Governments will meet regularly (quarterly) to review the commitments from the Bilateral Meeting in the commitment matrix and work plans, if applicable, to ensure that meeting commitments are followed up on.
- 5.2.6. As appropriate, senior officials from Gwich'in Tribal Council shall be invited on occasion to the GNWT Deputy Minister's Committee meetings.

6. JOINT COMMUNICATION

- 6.1. The Gwich'in Tribal Council and the GNWT recognize the importance of issuing joint letters, press releases, statements, or other communications on matters of mutual interest and concern ("Joint Communications").
- 6.2. Joint communications include, but are not limited to, any communication, document or materials bearing the logos of, or using the letterheads of, both the Gwich'in Tribal Council and the GNWT.
- 6.3. The Two Governments recognize the importance of ensuring that any joint communications have been duly reviewed and approved by both senior officials and elected officials of their respective governments prior to release or publication of the joint communication.
- 6.4. Any request by either the Gwich'in Tribal Council or the GNWT for the issuance of any joint communication, including the use of the other government's logo or letterhead on any materials whatsoever, shall be made at least forty-eight (48) hours in advance, in writing, to the Chief Executive Officer on behalf of the Gwich'in Tribal Council and to the Principal Secretary on behalf of the GNWT.
- 6.5. The agreement of the Gwich'in Tribal Council and the GNWT to the issuance of any joint communications shall be given in writing by the Chief Executive Officer on behalf of the Gwich'in Tribal Council and by Principal Secretary on behalf of the GNWT.

- 6.6. No joint communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

7. COSTS

- 7.1. All costs associated with the activities set out in this Intergovernmental MOU are the individual responsibility of the Two Governments.

8. EFFECT OF THE INTERGOVERNMENTAL MOU

- 8.1. Nothing in this Intergovernmental MOU creates any legal obligations for either Government.
- 8.2. Nothing in this Intergovernmental MOU shall constrain the respective governments from exercising their powers and responsibilities.
- 8.3. Nothing in this Intergovernmental MOU prevents the Gwich'in Tribal Council and the GNWT from participating in other intergovernmental processes or agreements.

9. TERM OF THE INTERGOVERNMENTAL MOU

- 9.1. The Intergovernmental MOU shall be in effect for a period of four (4) years from the date of signing.
- 9.2. The Intergovernmental MOU may be periodically reviewed and, upon written consent, may be renewed for a further term as agreed to by the Two Governments.
- 9.3. The Intergovernmental MOU may be reviewed and amended upon mutual agreement of the Two Governments. Such review and amendment require written notice be given to the other government at least 60 days in advance.
- 9.4. The Intergovernmental MOU may be terminated by either Government upon written notice to the other Government at least sixty (60) days in advance of the termination date.

10. SIGNATORIES

This Intergovernmental MOU is signed by the Gwich'in Tribal Council and the Government of the Northwest Territories on this 29th day of April, 2022.

**FOR THE GWICH'IN TRIBAL
COUNCIL**

**FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES**

Grand Chief Ken Kyikavichik

Honourable Caroline Cochrane



May 2, 2022

MR. KEVIN O'REILLY
CHAIRPERSON
STANDING COMMITTEE ON ACCOUNTABILITY AND OVERSIGHT

Labour Market Supplement Policy

The Northwest Territories Health and Social Services (HSS) System's Human Resources Plan will be made public in May 2022. The Department of Health and Social Services will provide the Committee with a copy of the Human Resource Plan and schedule a briefing prior to this date.

Outlined in the NWT Health and Social Services System's Human Resource Plan, the HSS System is committing to complete a scheduled review and analysis of the current labour market needs of both the NWT HSS System and the Canadian labour force, as it relates to health and social services professions as a whole. This in turn will help to inform necessary recruitment and retention activities that may be required with regards to specific occupation(s) to address staffing shortages. These activities may include recommendations in support of recruitment and/or retention labour market supplements.

The Government of the Northwest Territories (GNWT) Labour Market Supplement Policy was created specifically as a tool to address concerns related to recruitment and retention where it can be established there is a clear business/organizational need to justify a financial supplement for specific positions that is supported by objective market data. The Policy is intended to outline a clear and transparent process by which departments and agencies can request a Labour Market Supplement (LMS) for specific positions on an as needed basis, thus allowing the GNWT to respond nimbly to needs in the workforce as they arise. Though not specifically outlined in the above mentioned HSS System's Human Resources Plan, the Policy is an example of the type of enhanced attraction and recruitment tools the GNWT is committing to put in place to address vacancies in specialized and hard-to-fill positions. The Policy also ensures that the GNWT is able to meet a commitment made in the Memorandum of Understanding (MOU) with the Union of Northern Workers (UNW)—to identify the need to pay a Labour Market Supplement to deal with recruitment and retention problems resulting from unusual labour market shortages

.../2

In accordance with the commitment made in the MOU, the GNWT approached the UNW in September 2021 to discuss a LMS for healthcare workers. After review and internal consultation, the GNWT identified the need to create a consistent approach to offering specific positions and professions an LMS. In December 2021, the Financial Management Board approved the Labour Market Supplement Policy.

In January 2022, the GNWT re-engaged with the UNW regarding an LMS for healthcare workers targeted to address specific urgent staffing needs. The GNWT made an offer to pay this supplement to those occupational groups and was willing to look additional supplements for other occupational groups in the future. The GNWT and UNW met several times and exchanged emails in January and February 2022 to discuss the specifics of the LMS and who it would apply to. The GNWT determined that, at that time, there was objective market data to support a request for an LMS for two specific positions, which met the criteria identified by the Policy and the MOU. This is what formed the basis for the LMS proposed to the UNW. At that time, the GNWT was not able to expand the proposed LMS to additional positions without Departments and Agencies coming forward with specific data-supported requests that meet the criteria of the Policy and MOU.

The UNW proposed that the GNWT provide an LMS for all health care workers. There is no specific objective evidence that all positions within healthcare are hard to recruit and therefore such an LMS would not be eligible for consideration under the criteria outlined in Policy or the MOU. While the GNWT and UNW were not able to agree to terms for an LMS, the GNWT is committed to continuing these discussions with the UNW.

As requested, please find attached Appendix A – analysis on health sector positions and professions currently in shortage in the NWT and how this compares to national trends.

While analysis shows that we are currently experiencing shortages that compares to national trends we have reported a net gain of 20 new frontline healthcare hires system wide in the third quarter (from October 1, 2021 to December 31, 2021). These 20 new frontline healthcare hires are above and beyond new retirements and resignations for the same timeframe. These new hires include indeterminate and relief positions, and do not include term or casual short-term (locum) hires.

We continue to engage with nursing students at Aurora College. Students received conditional job offers in December 2021 and many have since expressed their interest in the variety of employment types – including job share, part-time, casual, indeterminate and term.

The Department of Finance recently completed the Employee Engagement and Satisfaction Survey (EESS) and is currently developing department and agency specific guides that will interpret survey results to effectively use the information to improve employee engagement and satisfaction. Applying information gathered from the EESS provides the GNWT with an opportunity to foster a more engaging and satisfying work environment for employees and improves on the quality of programs and services delivered to residents of the Northwest Territories.

We value the Committee's feedback and commitment and look forward to our continued collaboration of our shared goals of improving recruitment, retention and morale among all staff of the GNWT.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, representing the name Caroline Wawzonek.

Caroline Wawzonek
Minister of Finance

Attachment

- c. Members of the Legislative Assembly
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister, Executive and Indigenous Affairs
 - Secretary to the Financial Management Board/Deputy Minister of Finance
 - Clerk of the Legislative Assembly
 - Clerk, Standing Committee on Accountability and Oversight
 - Advisor, Standing Committee on Accountability and Oversight
 - Committee Members, Standing Committee on Accountability and Oversight

Appendix

For analytical purposes, when reviewing positions¹ to determine actively recruiting (AR) vacancy rates² for occupations, 20% is typically used as a benchmark. AR vacancy rates greater than 20% are considered high and can potentially impact service delivery.

The GNWT has identified four priority position areas within the NTHSSA and TCSA based on AR vacancy rates that exceed 20% from the December 31, 2021 vacancy review.

Figure 1. Vacancy Rates by Position Type

Position Type	Total Funded Positions	AR Funded Vacancies	Vacancy Rate
Counsellors	77	21	27.3%
Nurse Practitioners	21	7	33.3%
Registered Nurses	345	71	20.6%
Audiologists & SLPs	16	5	31.3%
Total	459	104	22.7%

Over the past two fiscal years, the GNWT has run a total of 358 competitions within these areas as well as other allied health positions. The overall cancellation rate over this timeframe was 47.5%.

Competitions in the 2020-21 FY

Competition Type	Completed	In Progress	Cancelled ³	Total	Cancellation Rate ⁴
Counsellors	19	-	12	31	38.7%
Nurse Practitioners	4	-	6	10	60.0%
Frontline Nurses	50	-	35	85	41.2%
Allied Health	21	-	15	36	41.7%
Total	94	0	68	162	42.0%

Competitions in the 2021-22 FY

Competition Type	Completed	In Progress	Cancelled	Total	Cancellation Rate
Counsellors	14	9	26	49	65.0%
Nurse Practitioners	1	2	1	4	50.0%
Frontline Nurses	30	44	37	111	55.2%
Allied Health	17	6	9	32	34.6%
Total	62	61	73	196	54.1%

¹ **Actively Recruiting Position** – A vacant, budgeted position where an incumbent has been identified to fill the position in the near future, recruitment is currently taking place, or recruitment will be taking place within the next 6 months.

² **Actively Recruiting (AR) Vacancy Rate** – The number of Actively Recruiting Positions as a percentage of the total Budgeted Positions.

³ **Cancelled Competition** – the result of an unsuccessful competition due to no qualified candidates, successful applicants withdrawing, successful applicants declining job offer or a process error.

⁴ **Cancellation Rate** – The number of cancelled competitions as a percentage of the number of total competitions that have reached conclusion. In progress competitions are not a part of the rate.

Counsellors

Employment & Social Development Canada's (ESDC) Canadian Occupational Projections System (COPS) projects a balance of labour demand and supply nationally through 2028 with 18,800 new job openings from 2019-2028 with 18,300 new job seekers to fill them.

The GNWT's December 31 vacancy review identified an actively recruiting vacancy rate of 27.3% for Counsellors, as broken down below:

Counsellor Type	Total Funded Positions	AR Funded Vacancies	Vacancy Rate	Casuals*
Child & Youth Care Counsellors	38	9	23.7%	1
Child, Youth & Family Counsellors	8	3	37.5%	2
Holistic Wellness Advisor	3	2	66.7%	-
Ind/Family Counsellors	2	1	50.0%	-
Mental Health Counsellors	2	1	50.0%	-
Mental Health & Additions Counsellors	16	4	25.0%	1
Regional Supervisors	8	1	12.5%	-
Total	77	21	27.3%	4

*Casuals as of March 31, 2022

From April 1, 2020 to March 31, 2022 the GNWT ran 80 competitions for counsellors, 9 of which are still in progress. The overall cancellation rate during this timeframe was 53.5%.

Competitions in the 2020-21 FY

Counsellor Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Child & Youth Care Counsellors	9	-	4	13	30.8%
Child, Youth & Family Counsellors	2	-	4	6	66.7%
Holistic Wellness Advisor	-	-	-	-	N/A
Ind/Family Counsellors	1	-	-	1	0.0%
Mental Health Counsellors	1	-	-	1	0.0%
Mental Health & Additions Counsellors	5	-	-	5	0.0%
Regional Supervisors	1	-	4	5	80.0%
Total	19	0	12	31	38.7%

Competitions in the 2021-22 FY

Counsellor Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Child & Youth Care Counsellors	8	6	10	24	55.6%
Child, Youth & Family Counsellors	1	1	7	9	87.5%
Holistic Wellness Advisor	1	-	1	2	50.0%
Ind/Family Counsellors	-	1	-	1	N/A
Mental Health Counsellors	1	-	-	1	0.0%
Mental Health & Additions Counsellors	2	-	2	4	50.0%
Regional Supervisors	1	1	6	8	85.7%
Total	14	9	26	49	65.0%

Nurse Practitioners

ESDC's COPS projects a shortage of labour supply nationally through 2028 with 19,700 new job openings from 2019-2028 with only 15,400 new job seekers available to fill them.

The December 31 vacancy review identified an actively recruiting vacancy rate of 33.3% for Nurse Practitioners. Most of these positions are located outside of Yellowknife.

Nurse Practitioners	Total Funded Positions	AR Funded Vacancies	Vacancy Rate	Casuals*
Nurse Practitioners	21	7	33.3%	3
Total	21	7	33.3%	3

*Casuals as of March 31, 2022

From April 1, 2020 to March 31, 2022 the GNWT ran 14 competitions for nurse practitioners, 2 of which are still in progress. The overall cancellation rate during this timeframe was 58.3%.

Competitions in the 2020-21 FY

Nurse Practitioner Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Nurse Practitioners	4	-	6	10	60.0%
Total	4	0	6	10	60.0%

Competitions in the 2021-22 FY

Nurse Practitioner Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Nurse Practitioners	1	2	1	4	50.0%
Total	1	2	1	4	50.0%

Front-line Nurses

EDSC's COPS projects a shortage of labour supply nationally through 2028 with 191,100 new job openings from 2019-2028 with only 154,600 new job seekers available to fill them. This represents a shortfall of nearly 20%.

The December 31 vacancy review identified an actively recruiting vacancy rate of 20.6% for nurses that provide front-line care. Nurses consistently have one of the highest vacancy rates in the system. Acute Care/Emergency, Community Health, Float/General, Mental Health & Addictions, and Obstetrics are areas of specific concern.

Front-line Nurse Type	Total Funded Positions	AR Funded Vacancies	Vacancy Rate	Casuals*
Community Health Nurses	60	16	26.7%	17
Homecare Nurses	12	2	16.7%	2
Nurses In Charge**	35	7	20.0%	4
Public Health Nurses	13	1	7.7%	1
Registered Nurses	225	45	20.0%	27
Total	345	71	20.6%	51

*Casuals as of March 31, 2022

**Nurses In Charge include Clinical Coordinators

From April 1, 2020 to March 31, 2022 the GNWT ran 196 competitions for front-line nurses, 44 of which are still in progress. The overall cancellation rate during this timeframe was 47.4%.

Competitions in the 2020-21 FY

Front-line Nurse Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Community Health Nurses	15	-	7	22	31.8%
Homecare Nurses	1	-	1	2	50.0%
Nurses In Charge**	6	-	4	10	40.0%
Public Health Nurses	5	-	3	8	37.5%
Registered Nurses	23	-	20	43	46.5%
Total	50	0	35	85	41.2%

Competitions in the 2021-22 FY

Front-line Nurse Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Community Health Nurses	10	16	13	39	56.5%
Homecare Nurses	1	2	1	4	50.0%
Nurses In Charge**	6	7	6	19	50.0%
Public Health Nurses	4	5	3	12	42.9%
Registered Nurses	9	14	14	37	60.9%
Total	30	44	37	111	55.2%

**Nurses In Charge include Clinical Coordinators

Allied Health

EDSC's COPS projects nationally new openings and new job seekers for each of the following allied health categories through 2028 to be:

Allied Health Category	New Openings	New Job Seekers	Shortfall
Audiologists & SLPs	3,800	2,800	-1,000
Lab Techs	20,400	20,400	-
Occupational Therapists	11,800	9,600	-2,200
Physiotherapists	13,600	11,300	-2,300
Radiation Techs	19,200	18,700	-500
Sonographers	19,200	18,700	-500
Total	88,000	81,500	-6,500

Of the Allied Health categories, the December 31 vacancy review identified Audiologists & Speech Language Pathologists (SLPs) to have the highest actively recruiting vacancy rate of 31.3%. Hiring managers identified that one position that has been in recruitment for over 6 months. It is also of note that just over half of these vacancies are based in Yellowknife with the remainder based in Inuvik.

Allied Health Category	Total Funded Positions	AR Funded Vacancies	Vacancy Rate	Casuals*
Audiologists & SLPs	16	5	31.3%	-
Lab Techs	39	4	10.3%	4
Occupational Therapists	16	3	18.8%	-
Physiotherapists	13	-	0.0%	1
Radiation Techs	11	-	0.0%	2
Sonographers	5	-	0.0%	1
Total	100	12	12.0%	8

*Casuals as of March 31, 2022

From April 1, 2020 to March 31, 2022 the GNWT ran 68 competitions for allied health workers, 6 of which are still in progress. The overall cancellation rate during this timeframe was 38.7%.

Competitions in the 2020-21 FY

Allied Health Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Audiologists & SLPs	3	-	1	4	25.0%
Lab Techs	10	-	9	19	47.4%
Occupational Therapists	4	-	2	6	33.3%
Physiotherapists	2	-	1	3	33.3%
Radiation Techs	2	-	2	4	50.0%
Sonographers	-	-	-	-	N/A
Total	21	0	15	36	41.7%

Competitions in the 2021-22 FY

Allied Health Competitions	Completed	In Progress	Cancelled	Total	Cancellation Rate
Audiologists & SLPs	3	2	-	5	0.0%
Lab Techs	7	-	3	10	30.0%
Occupational Therapists	4	2	2	8	33.3%
Physiotherapists	2	-	-	2	0.0%
Radiation Techs	-	2	4	6	100.0%
Sonographers	1	-	-	1	0.0%
Total	17	6	9	32	34.6%