

## NTPC INITIAL RESPONSE TO UNW PROPOSALS

OCTOBER 15, 2015

Following the exchange of initial proposals, NTPC and UNW met on October 14, 2015 to ask questions about each other's proposals and opening comments. Based on the verbal responses that UNW provided, NTPC provides the following response to the UNW proposals.

At this time, NTPC will only address the UNW proposals which are non-monetary.

NTPC has identified UNW proposals they consider as monetary.

Article 15.01 – increased vacation leave accrual based on continuous years of employment – monetary

New Article 15.11(a) – winter bonus – increased vacation leave entitlement when an employee requested and is granted vacation leave between October 1<sup>st</sup> and March 31<sup>st</sup> – monetary

New Article 18 – new special leave bank – monetary

New Article 18.02(b) – expand the definition of an employee's immediate family - monetary

UNW will respond to NTPC to explain "child adopted through aboriginal custom".

Article 18.04 – expanding the circumstances outlined under discretionary leave – monetary

New Article 18.06 and 18.07 – advance of special leave where an employee has insufficient credits – monetary

Article 19.07(b)(ii) – increase the number of maximum consecutive days NTPC will pay travel expenses for a medical or dental escort – monetary

Article 22.11(c) – convert non-refillable overtime bank to refillable overtime bank – monetary

Article 26.01(a) – standby pay

UNW has not provided its position on this article.

Article 28.10 – delete NTPC ability to withhold salary increments

NTPC asked UNW to provide information on whether or not this article has been an issue, and how many times a salary increment has been withheld. UNW will respond.

Article 28.11 – delete changed anniversary dates for employees who are promoted or reevaluated

NTPC asked UNW to provide information on whether this article has been an issue. UNW replied that generally there are situations where an employee is promoted or moved into a lateral position and gets a new anniversary date and the employee's next salary increment occurs 12 months after that date. UNW will provide additional information.

UNW also replied that there have been situations where an employee on maternity or parental leave has been denied an increment. Those situations were grieved, and the increment was given.

Article 31.08 – extension of time to file grievances from 10 days to 14 days.

NTPC asked for the reason for the change. UNW responded that this change gives employees additional time to file grievances at the first level.

NTPC is prepared to agree to the UNW proposal, provided that there is an acknowledgement that the time periods in the collective agreement are mandatory. Article 31.17 implies that, by requiring that time limits be extended by mutual agreement.

NTPC proposes to add a new article following Article 31.17 which would explicitly confirm that the time limits in the collective agreement are mandatory:

**A grievance which has not been filed or advanced within the time limits set out in this Article is abandoned and cannot later be filed or advanced.**

Article 32 – Safety and Health.

UNW had listed this as a discussion item and proposals may follow the discussion. UNW was not ready to have this discussion with NTPC.

Article 38.01 – restriction on NTPC contracting out

NTPC asked UNW what was meant by the term “indeterminate employee”. UNW will respond.

Article 38.02 – new consultation regarding contracting out.

NTPC asked how this article would work. UNW replied that this could be part of joint consultation, and it would involve talking about projects which NTPC had contracted out, and a discussion about whether these projects could be done more cost effectively with NTPC employees. UNW invited NTPC to reword the article.

NTPC requires more information from UNW. Specifically, how will this article apply? NTPC is not clear, from the UNW response, what specifically will be reviewed under this proposal.

- Is there to be one meeting each year? Or does this proposal contemplate a number of meetings?
- The reference to “sub-contract work ... which may be subject to expiry and open for renegotiation within six (6) months” is not clear.
- What does “assessing the practicality and cost-effectiveness of having such work performed by the Employer” mean? What happens following that assessment?

UNW identified this as one of its critical issues. NTPC wants to be sure it understands what UNW is requesting before responding.

Article 50.01 – duration of collective agreement

Neither UNW nor NTPC have provided their positions on this article.

Article 50.03 responding to notice to bargain

The UNW is asking that the parties meet and exchange proposals within 60 days of the service of a notice to bargain.

The *Public Service Act* does not specify when a notice to bargain can be served on the other party. One party could serve a notice to bargain on the other party the day after a new collective agreement becomes effective.

The *Public Service Act* provides that the parties will meet within 60 days, or such further time as the parties may agree.

There can be, and have been, a variety of reasons why the parties might not meet within the 60 day period. In the past few months, there were a number of issues which prevented NTPC from meeting. In other rounds of bargaining, it was UNW that was unable to meet.

NTPC prefers to maintain the current language in article 50.03. NTPC would prefer to abide by the terms of the *Public Service Act*.

Article 50.04 – guaranteed retroactive effect of certain increases – monetary.

Safe Disclosure

UNW had listed this as a discussion item and proposals may follow the discussion. UNW was not ready to have this discussion with NTPC.

Mandatory Leave - five days leave with pay between December 19 and January 5 – monetary

Hours of Work – Out of Community – monetary

Appendix A – Hourly Rates of Pay

UNW has not provided its position on this article.

Appendix C – Location Allowance

UNW has not provided its position on this article.

Bluefish, Snare, Taltson

UNW had listed this as a discussion item and proposals may follow the discussion. NTPC asked whether this discussion was for all three hydro sites, or only the Snare Hydro site. UNW was not ready to have this discussion with NTPC.

Job Description – Excluded positions.

NTPC asked what UNW wanted to discuss.

NTPC noted that there is a grievance filed alleging a violation of Appendix G. Appendix G speaks to positions which NTPC wishes to exclude from the bargaining unit. The UNW grievance requests job descriptions for all excluded employees except the CEO, including positions which have been excluded for more than 20 years, and which are clearly excluded under the *Public Service Act*, section 41(1.8), which provides:

**An employee of the Northwest Territories Power Corporation is not eligible for membership in a bargaining unit where, in the opinion of the Minister, the employee is employed**

**(a) as the president or a vice-president of the Northwest Territories Power Corporation;**

**(b) in a position that provides support or advice directly to the Board of Directors of the Northwest Territories Power Corporation;**

**(c) as a legal officer or in a position that provides translation services to a legal officer on a regular basis;**

**(d) in a position with duties and responsibilities that include providing advice and assistance, on a regular basis, respecting the terms and conditions of employment, including collective bargaining;**

**(e) in a position with duties and responsibilities that include carrying out the following on a regular basis:**

**(i) staffing,**

**(ii) interpreting employment contracts,**

**(iii) resolving workplace disputes,**

**(iv) responding to grievances, or**

**(v) providing advice in respect of the matters referred to in subparagraphs (i) to (iv);**

**(f) in a position with management responsibility that includes directly assigning work to, assessing the performance of and imposing discipline on other employees; or**

**(g) in a position that provides administrative or secretarial support directly**

**(i) to a person referred to in paragraphs (a), (b) or (c), or**

**(ii) to a person referred to in paragraphs (d), (e), or (f) in respect of the duties and responsibilities referred to in those paragraphs.**

NTPC has responded to this grievance by asking which of the excluded positions UNW was really seeking to include.

UNW noted that although this was the UNW position in the grievance, this issue may be resolved with a dialogue between UNW and NTPC. UNW suggested that NTPC contact the UNW President.

NTPC Director of Human Resources will contact the UNW President following the conclusion of this round of bargaining.

UNW asked for a copy of policy HR-2-13. A copy of that policy is attached.

UNW asked NTPC a number of questions stemming from the NTPC opening proposal, and for information about NTPC's recent review of the NTPC Strategic Plan.

There are currently no plans to restructure NTPC that negatively affect the members of the UNW bargaining unit.

NTPC will obtain responses to UNW's questions. Those responses will be provided at the next round of bargaining.

Attached is a copy of the current NTPC Strategic Plan. This Strategic Plan has been shared with all NTPC employees.