



Comprehensive Offer to Settle – package proposal

The Collective Agreement expired in December 2014, and since then the parties have met in good faith to reach a new tentative agreement for the 180 employees of the Corporation.

The Union bargaining team is very disappointed with the position the NTPC continues to take at the bargaining table, and while there has been limited progress recently, it is clear we remain far apart.

Our members' patience has been stretched to the breaking point, and we are unconvinced that we can reach an agreement if the Corporation continues its' current approach.

Therefore, again, find a revised Comprehensive Offer to settle all outstanding issues.

The Union will apply for mediation and remains open to negotiating a full and fair settlement with the Corporation.

ARTICLE 18

SPECIAL LEAVE

18.02 Bereavement Leave

- (a) For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child, stepchild, or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, and a relative permanently residing in the employee's household or with whom the employee resides permanently.
- (b) Where a member of his/her immediate family dies, an employee shall be granted special leave with pay for a period of up to five (5) days and in addition may be granted up to three (3) days special leave for the purpose of travel. Such special leave shall not be unreasonably denied.
- (c) An employee shall be granted special leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's **aunt, uncle**, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The one (1) day may be increased to two (2) days if necessary for the employee to attend the funeral. Such leave shall not be unreasonably denied.
- (d) When an employee is on duty for Corporation business and a death occurs in the family, the Employer shall make every reasonable effort to ensure that the employee is returned to his/her headquarters within twenty-four (24) hours of the death.





18.03 Leave for Other Reasons

An employee shall be granted special leave with pay to write an examination in a course of study that is, in the opinion of the Employer, directly related to his/her duties.

18.04 Discretionary Leave

At the discretion of the Employer, special leave with pay may be granted to a maximum of seven (7) days per year to an employee when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld and shall include **but is not limited to** leave in the following circumstances:

- (a) serious household or domestic emergencies;
- (b) a general transportation tie up or where no transportation is available due to weather if the employee makes every effort to report for duty;
- (c) serious community emergencies, where an employee is required to render service;
- (d) when an employee is required to care for his/her dependants permanently residing with the employee or seriously ill mother or father.
- (e) Ranger training;
- (f) Search and rescue training; and
- (g) Participation as a coach or athlete in national or international sporting events.

The employee shall pay to the Employer all remuneration received by the employee in any of the circumstances in (e), (f) and (g) but in any case not more than the daily gross earnings of the employee for each day of such leave taken.

18.05 Leave for Birth or Adoption of a Child

An employee shall be granted special leave with pay of two (2) working days on the occasion of the birth or adoption of his/her child. Under special circumstances the Employer may extend this period to a maximum of five (5) working days and such extension shall not be unreasonably withheld.

Advance of Credits

18.06 Where an employee has insufficient credits to permit the granting of special leave, the leave may be granted at the Employer's discretion. The employee's special leave bank shall not be more than six (6) days in arrears.





18.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

ARTICLE 19 SICK LEAVE

Travel Expenses - Illness of Employee or Dependant

19.07 (b) (ii) If it is necessary and at the request of a qualified medical or dental practitioner that the employee or a dependant be accompanied on the journey by a member of the immediate family, the Employer shall in addition to the expenses referred to in subsection (a) compensate the travel expenses of such person to a maximum of ~~fifteen (15)~~ **twenty-five** consecutive days

ARTICLE 20 – Maternity (20.09) and Parental Leave (20.10) the Union is in agreement with the NTPC counter proposal of 28-09-2017

ARTICLE 25 CALL BACK AND REPORTING PAY

25.03 (a) An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:

- (i) One (1) hour at the straight time rate; or**
- (ii) Compensation at the applicable overtime rate for time worked.**

This minimum one (1) hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Articles 22.11 and 22.12 does not apply to this situation.

(b) An employee on standby is not entitled to pay under Article 26 – Standby Pay.

ARTICLE 26 STANDBY PAY

26.01 (a) Where the Employer requires an employee to be available on standby during the off-duty hours, an employee shall be entitled to a standby payment for each eight (8) consecutive hours, or portion thereof, that he/she is on standby, except on his/her day of rest and designated paid holiday, an amount of ~~\$25.00~~ **equivalent of one hour’s pay at the employee’s base salary.**

For any period of standby on a day of rest or designated paid holiday, shall be





~~paid \$75.00~~ **the employee shall be paid the greater of \$75.00 or one and one-half hours pay at the employee's base salary.**

26.02 An employee designated by letter or by list for standby duty shall be available and fit for duty during the period of standby at a known telephone number or location and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties **among readily available, qualified employees who are normally required, in their regular duties, to perform that work.**

NEW

26.04 (a) An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:

- (i) One (1) hour at the straight time rate; or**
- (ii) Compensation at the applicable overtime rate for time worked.**

This minimum one (1) hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Articles 22.11 and 22.12 does not apply to this situation.

(b) An employee on standby is not entitled to pay under Article 25 – Call Back and Reporting Pay.

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

ARTICLE 28

PAY ADMINISTRATION

28.10 Employee Performance Review

- (a) An employee shall have his/her job performance evaluated annually on or before his/her anniversary date.**
- (b) ~~Subject to (c) below,~~ The salary of the employee ~~may~~ **will** be increased annually on his/her anniversary date by one increment within the pay grade applicable to the class to which his/her position is allocated provided the employee is not at the maximum step of the applicable pay grade to which his/her position is allocated;**
- (c) ~~An employee shall be granted a salary increment when the performance of his/her duties has been satisfactory.~~**





- (d) ~~Where a salary increment provided for under this section is withheld, the salary increment may be granted on any subsequent first day of the month up to six (6) months after the date upon which the increment has been withheld.~~
- (e) When as a result of a formal review of an employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.
- (f) ~~A department head who intends to recommend withholding a pay increment from an employee, shall, at least two (2) weeks and not more than six (6) weeks before the due date of the pay increment to the employee, give the employee notice in writing of the intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date and shall be paid to the employee within two (2) pay periods.~~

ARTICLE 31 Grievance Procedure Agreed

ARTICLE 32 SAFETY AND HEALTH

- 32.01 (b) Pursuant to Article 32.01(a), the Employer shall continue to make all reasonable provisions for the occupational health and safety of employees through the Safety Act, Regulations **and any appropriate standards.**

The Union can agree to the MOU on Mental Health counter proposal tabled by NTPC on April 13 **and will withdraw the proposal 32.01 b)** subject to the understanding that the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) forms the basis of and guides the establishment of Key Objectives and work plan appropriate to the NTPC workplace

ARTICLE 38 CONTRACTING IN AND CONTRACTING OUT

- 38.01 ~~The Employer will make every reasonable effort of continued employment in the Corporation's service of employees who will otherwise become redundant because work is contracted out or contracted in and, the Employer agrees to notify the Union in writing and consult with the Union in advance of any such proposed personnel action or change affecting employees. Further, no employee of the bargaining unit on strength will be laid off solely as a result of the Employer contracting out or contracting in bargaining unit work.~~





38.01 There shall be no contracting out of bargaining unit work to the extent that it would cause the layoff, continuance of a layoff, or the reduction of hours of work of any full-time, part-time or term employee.

38.02 The Parties agree to undertake a yearly review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer by members of the bargaining unit.

ARTICLE 50

DURATION AND RENEWAL

50.01 The term of this agreement shall be from January 1, **2015** to December 31, **2017**. Changes to pay schedules in Appendix A shall be effective on the dates specified in the schedules. All other provisions of this Agreement take effect on date of ratification unless another date is stated therein.

50.03 Either party may, by written notice, in accordance with subsection (1) of Section 41.01 of the Public Service Act require the other party to commence bargaining collectively **within sixty (60) days**

and

notwithstanding subsection 2 of Section 41.01 of the *Public Service Act*, a full exchange of all proposals will take place in that time period.

SAFE DISCLOSURE OF INFORMATION

The Union agrees to the NTPC Counter proposal of September 27, 2017.

NEW

MANDATORY LEAVE

All employees, except relief employees, shall take **three (3)** days Mandatory Leave with Pay per fiscal year. Part time employees will have their entitlement pro-rated.

Non-Continuous Positions

- Mandatory Leave with Pay will be taken between December 19th and January 5th on days set by the Employer.
- Employees on leave without pay on the working day immediately preceding and following the days set by the Employer are not eligible for the Mandatory Leave with Pay days except where leave has been granted under Article 13.
- Employees in non-continuous positions will be provided with the **three (3)** days of Mandatory Leave with Pay no matter what their start date in that fiscal year.





- Mandatory Leave with Pay days will not be paid out if an employee terminates his/her employment prior to the days set by the Employer.
- Casual employees assigned non-continuous work will be provided with the **three (3)** days of Mandatory Leave with Pay no matter what their start date in that fiscal year.

Continuous Positions

- Mandatory Leave with Pay will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.
- Where the employee and the Employer are unable to schedule some or all of the Mandatory Leave with Pay, the employee will be paid out the remaining value of the Mandatory Leave with Pay days at the end of the fiscal year.
- Where an employee is on leave without pay for more than three months, except for leave granted under Article 13, the employee will be entitled to a pro-rated amount of Mandatory Leave with Pay.

APPENDIX A

HOURLY RATES OF PAY

The Union proposes the following economic increases to all pay rates:

1. Effective January 1, 2015: 3.5% - this wage increase proposal predates the imposition of any wage freeze
2. Effective January 1, 2016: 3.0%
3. Effective January 1, 2017: 3.0%

APPENDIX C

LOCATION ALLOWANCE

The Union proposes the following increases to all Location Allowance rates:

1. Increase rates by \$125 effective January 1, 2015
2. Increase rates by \$250 effective January 1, 2017

Keep existing list of communities

LOU #1

NEW

SERVICE AWAY FROM HEADQUARTERS: Bluefish, Snare and Talston





The Employer shall, with the exception of emergencies, avoid making shift schedule changes for Talston, Bluefish or Snare after the schedule of working hours has been established and posted in accordance with 22.04 (b).

Notwithstanding Article 22.04 (c), once a shift schedule is posted for Bluefish, Snare or Talston, when an employee's work schedule is revised by the Employer without seven (7) calendar day's notice, the employee shall be compensated at the rate of double (2) time for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

Any employee who is required to work in Bluefish, Snare or Talston where extensive overnight absences are necessary, regardless of the reason, qualifies for additional vacation days, based on the number of overnight absences that take place in a calendar year as follows:

30 overnight absences	1 day
40 overnight absences	1 additional Day (total of 2)
50 overnight absences	1 additional Day (total of 3)
60 overnight absences	1 additional Day (total of 4)
70 overnight absences	1 additional Day (total of 5)
80 overnight absences	1 additional Day (total of 6)
90 overnight absences	1 additional Day (total of 7)
100 overnight absences	1 additional Day (total of 8)
110 overnight absences	2 additional Days (total of 10)

and one (1) additional vacation day for each subsequent ten (10) day period over and above 110 overnight absences.

