

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**Accenture Business Services of British Columbia Limited Partnership**

(The "Employer")

**AND**

**MoveUp (Canadian Office and Professional Employees Union, Local 378)**

(The "Union")

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Subject to ratification by their respective principals, the Parties hereby agree to renew their Collective Agreement on the following terms:

1. The term of the renewed Collective Agreement shall be for five (5) years from September 1, 2015 to August 31, 2020, both dates inclusive.
2. This Memorandum of Agreement shall be deemed to include all attachments hereto affixed as Appendix "A".
3. Except as specifically amended below and by the attached, all terms and conditions of the Collective Agreement effective from September 1, 2013 through August 31, 2015, including Letters or Memoranda of Understanding, shall remain in full force and effect for the renewed term of the Collective Agreement, unless subsequently amended by mutual agreement of the Parties.
4. The Parties agree to recommend ratification of this Memorandum of Agreement, without reservation, to their respective principals.
5. Except where otherwise noted, upon ratification by both Parties in accordance with this Memorandum, the provisions of Appendix "A" shall come into force and effect.
6. Without limiting the generality of the foregoing, all employees who are active on the 1st day of the pay period following the date of ratification by the bargaining unit, and who were actively employed as a Union member during the period prior to the ratification date, shall receive a retroactive payment on all earnings from September 1, 2015 up to and including the last day of the pay period prior to the date of ratification. This will be considered pensionable earnings.
7. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum unless and

*PC*  
*4/27/16*  
*DB*  
APRIL 27, 2016


until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.

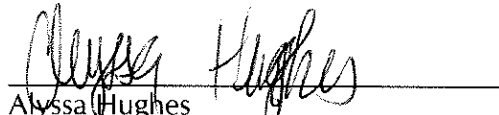
8. All items discussed by the Parties during the negotiations and not addressed herein shall be considered withdrawn on a without prejudice basis.

Agreed to on this 27 day of April, 2016, in the City of Burnaby, British Columbia.

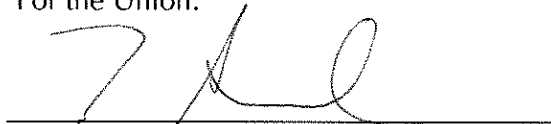
For the Employer:

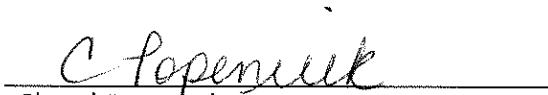
  
\_\_\_\_\_  
Pierre Choquette


  
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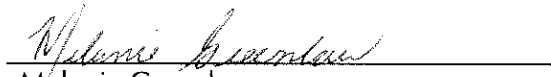
  
\_\_\_\_\_  
Alyssa Hughes

For the Union:

  
\_\_\_\_\_  
Tony Geluch

  
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Cheryl Poperiuk

  
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Doug Jeffs

  
\_\_\_\_\_  
Melanie Greenlaw



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U1	1.01	February 9 2016	
		<i>New title and 1.01(b)</i>	

### 1.01 Certificate and Recognition

- (a) The Union's certification, originally granted July 31, 1962 and varied on March 24, 2004, certifies the Union as the bargaining agent for Employees of Accenture Business Services of British Columbia Limited Partnership (ABSBC LP) except for those excluded by the Labour Relations Code of British Columbia or by agreement of the parties.
- (b) The Employer recognizes the Union as the sole bargaining authority for all employees in its employment within the jurisdiction of the Canadian Office & Professional Employees Union, Local 378, or within such new classifications as may from time to time be established by the Employer.
- ~~(b)~~(c) The parties agree that this collective agreement shall apply to and be binding on the Employees of ABSBC LP who provide Business Process Outsourcing services to BC Hydro in Customer Care, Field Customer Service, Finance and Human Resources, and will not apply to individuals providing Technology Services (IT) to BC Hydro in other areas of BC Hydro's operation.
- (e)(d) Employees subject to this Agreement shall continue to be subject to the Agreement where such Employees are required to perform their work functions on behalf of the Employer while temporarily away from their headquarters and outside the province. In cases where out of province working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

E&OE

Signed off this Feb 9 day of February 20 16

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



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## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK1	1.02	Amend	

### 1.02 No Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of mental or physical disability, race, colour, creed, national origin, age, sex, sexual orientation, gender identity, marital or family status, political affiliation or beliefs, or membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code and the Canadian Charter of Rights and Freedoms.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



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## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK2	1.04	Amend 1.04(b)(1)	

### 1.04 Leave for Union Officers

(a) Properly qualified officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.

(b)

- The Employer will not charge the Union for salaries of any Union representative excused from work on Union business by arrangement with the employee's supervisor where the leave of absence is 1 day or less.

The Union will reimburse the Employer for all time lost whenever an employee is continuously involved in Union business for more than 1 day, even if it is an Executive Board meeting, and Executive Council meeting, or a combination of the two.

- (i) The amount of paid leave granted for the purpose of attending to Union business other than as described in Article 1.03(b) above shall not exceed 750 hours per year in total for the bargaining unit.

(ii) Employees who are appointed as Temporary Union Representatives on a full-time basis by the Union will be granted a leave of absence and the Union will reimburse the Employer in accordance with Article 1.04 (b) (1). However, it is understood that the time off for such leave of absence shall not be included in the calculation of the 750 hours referred to in Article 1.04 (b) (2) (i).

- Where a leave of absence specified in (1) above exceeds 1 day and for all other leaves of absence beyond a total of 750 per year for the bargaining unit, the Union is responsible for the costs of the leaves, including salary and a loading factor of twenty-two percent (22%).

(c) Leave to Attend Union Gatherings

- Employees who have been elected or appointed by the Union to attend National or local gatherings will be granted leave of absence and the Union will reimburse the

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



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**Union U-Item Proposals**

Employer for this time in accordance with Article 1.04(b). The Union must give the Company notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. Leave will not exceed four (4) weeks. Such leave shall not be unreasonably withheld, subject to operational requirements.

2. In accordance with Article 1.04(b), leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend emergency gatherings of the Union. Such leave shall not be unreasonably withheld, subject to operational requirements.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



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## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: Feb. 9 2016	Time:
U2	1.06	Amend 1.06	

### 1.06 Employee Definitions

#### (a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of ~~up to~~ 9 months as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

It is agreed that the annual hours of work for full time regular employees for the purposes of this Agreement is 1957.5, ~~and that~~ and that This number shall be used to calculate applicable pro-rated entitlements for part-time and casual employees, unless expressly provided otherwise by this Agreement.

#### (b) Part-Time Regular

##### 1. Definition

An employee hired to fill a part-time ongoing position vacated by a Part-Time Regular employee or to fill a part-time position which is of a continuing nature. ~~New employees will be considered probationary for a period of up to 9 months as provided in Article 7.01.~~

##### 2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Part-Time Regular Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

##### 3. Probationary Period

New Part-Time Regular Employees will be considered probationary for a period of 9 months as provided in Article 7.01.

##### 4. Seniority

E&OE  
Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)

[Signature]

[Signature]



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**Union U-Item Proposals**

Seniority for Part-Time Regular Employees shall be calculated in accordance with Article 6.05.

5. Hours of Work

- a) Part-Time Regular positions shall be assigned a set minimum number of at least 15 weekly hours upon being posted by the Employer. A Part-Time Regular Employee who fails to obtain their minimum number of weekly hours for 8 consecutive weeks due to the actions of the Employer shall:
- (i) be offered the employee's own position, if available, with lesser minimum hours;
  - (ii) be offered a vacant Part-Time Regular position with lesser minimum hours in their department; or
  - (iii) be considered "displaced" for the purposes of Article 9.

Should the employee accept the new position, no displacement will be deemed to have taken place. Should the employee not accept an offered position, the employee will be considered "displaced" for the purposes of Article 9.

Where the hours of a Part-Time Regular position regularly exceed the minimum weekly hours which have been assigned to it, the Union or the Part-Time Regular employee may request that the Employer review the assigned minimum weekly hours. If deemed appropriate by the Employer, the Employer shall adjust the minimum weekly hours for the position.

- ~~2.~~b) Unless otherwise agreed with the Union, a ~~Part-Time Regular~~ Employee will work according to an assigned regular schedule ~~but~~ and will not work more than 30 hours per week except that the employee may in addition relieve an full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status.
- c) An assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of 2 weeks.
- (i) Within an assigned schedule the days worked at the daily/weekly hours may differ.
  - (ii) An assigned daily schedule shall be a minimum of four consecutive hours.
  - (iii) Where practicable, the Employer will minimize the variation of start time subject to operational requirements.

E&OE  
 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]





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- ~~3-d)~~ A supervisor may change an established schedule but must provide 2 weeks' notice of any change.
- ~~4-e)~~ Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.

6. Premium Pay

Part-Time Regular Employees shall be subject to the Premium Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

7. Health, Welfare and Benefit Plan Coverage

Part-Time Regular Employees shall be entitled to full coverage and entitlements with respect to all health, welfare and benefit plan provisions, including Pension, of this Agreement on an equal basis with Full-Time Regular Employees.

8. Vacations, Vacation Pay and Statutory Holiday Pay

Part-Time Regular Employees shall be entitled to leave of absence without pay in lieu of vacation in accordance with Article 14.03(b). Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual vacation, statutory holidays and RWWL.

9. Sick Leave

Part-Time Regular Employees shall be subject to the Sick Leave provisions specified in this Agreement on the same basis as Full-Time Regular Employees, with the exception that sick pay will be calculated in accordance with Article 15.04.

~~6. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.~~

~~7. Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual vacation, statutory holidays and RWWL.~~

10. Reduced Work Week Leave (RWWL)

~~8. A Part-Time Regular employee shall not be entitled to Reduced Work Week Leave provisions as provided in Article 11 of the Agreement but will be entitled to 7% of gross bi-weekly earnings paid on a bi-weekly basis in lieu of Reduced Work Week Leave.~~

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 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



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## Union U-Item Proposals

### 11. Restrictions on Use of Part-Time Regular Employees

9. The Employer shall not hire or use Part-Time Regular Employees to avoid the continuance, creation or filling of positions for or by full-time employees.

~~10-12.~~ Notwithstanding paragraph ~~(8)~~(10) above, where a ~~Part-Time Regular~~ employee is working in a ~~Full-Time Temporary~~ (FTT) position as defined in Article 1.06(c)(1), s/he shall be entitled to leave of absence without pay in lieu of and in an amount equal to the number of RWWL days that would be otherwise earned, in addition to their entitlement under Article 14.03(b).

### (c) Full-Time Temporary

#### 1. Definition

Full-Time Temporary Employee shall mean an employee hired or used to work full-time hours to perform work of a temporary nature in a specific job with a defined start and end date for a continuous period of 18 months or less, or for an extended period of time with a defined start and end date mutually agreed upon between the Employer and the Union.

The Employer shall provide the start and end date of a Full-Time Temporary position within the applicable posting or, if the position is excluded from posting, to the employee in writing prior to the commencement of the position. The Employer shall provide a copy of the posting or communication with the start and end date to the union.

#### 2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Full-Time Temporary Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

#### 3. Probationary Period

New Full-Time Temporary Employees will be considered probationary for a period of 9 months as provided in Article 7.01. Full-Time Temporary Employees will be exempted from the 9 month probationary period, or a portion thereof, provided they have already passed a probationary period under another assignment or have unbroken service in the job.

#### ~~3-4.~~ Seniority

E&OE  
Signed off this 9 day of February 2016

For the Union (COPE Local 378)

For the Employer (ABSU)



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Seniority for Full-Time Temporary Employees shall be calculated in accordance with Article 6.04.

~~4.~~ 5. Salary

Full-Time Temporary Employees shall receive the salary and compensation specified in this Agreement on the same basis as Full-Time Regular Employees. Full-Time Temporary Employees shall be paid a rate based on the appropriate step on the applicable salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

~~5.~~ 6. Hours of Work

Full-Time Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

~~6.~~ 7. Premium Pay

- (a) Full-Time Temporary Employees shall be subject to the Premium Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.
- (b) Full-Time Temporary Employees whose period of employment exceeds 1 year without any break in service shall thereafter for the duration of their employment as Full-Time Temporary Employees be paid by the Employer a premium in the amount of 5% of gross earning, paid on a bi-weekly basis, in lieu of any severance pay under this Agreement. The Employer shall not hire or use any Full-Time Temporary Employee for less than the 1 year period specified above to avoid the continuance, creation or filling of positions for or by Full-Time Temporary Employees who are subject to this premium. This Clause 1.06(c)~~6~~(7)(b) shall apply only to eligible Full-Time Temporary Employees hired after 15 December 1991.

~~7.~~ 8. Vacations and Vacation Pay

Full-Time Temporary Employees shall be subject to the Vacation and Vacation Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

~~8.~~ 9. Sick Leave

Full-Time Temporary Employees shall be subject to the Sick Leave provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

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Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



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9- 10. Reduced Work Week Leave (RWWL)

Full-Time Temporary Employees shall be entitled to Reduced Work Week Leave (RWWL) pursuant to Clause 11.01(a) on the same basis as Full-Time Regular Employees.

~~10-~~ 11. Health, Welfare and Benefit Plan Coverage

Full-Time Temporary Employees shall be entitled to full coverage and entitlements with respect to all health, welfare and benefit plan provisions, including Pension, of this Agreement on an equal basis with Full-Time Regular Employees except that dental plan coverage shall not apply until after ~~1-year~~ 9 months of continuous service.

~~11~~12. Change in Status

The status of a Full-Time Temporary Employee shall automatically change to that of a Full-Time Regular Employee upon completion of the 18 months, or extended period, referred to in Clause 1.06(c)1 above, and he/she shall retain his/her current position.

~~12~~13. Restrictions on Use of Full-Time Temporary Employees

The Employer shall not hire or use Full-Time Temporary Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees.

~~13~~14. Notice of Termination – Full-Time Temporary Employees

Service of Full-Time Temporary employees may be terminated with 2 weeks' notice ~~where the employee has completed 6 months or more of continuous service, or pay-in-lieu of this notice.~~

(d) Casual Employees

1. Definition

A Casual Employee is an employee who does not otherwise fall within the definition of another employee classification.

~~on an as and when required basis in accordance with the provisions of this Article. The Parties agree that the use of Casual Employees when required to work full time~~

E&OE

Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



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~~should be for days and weeks, not months as detailed in the Giardini arbitration award on the use of casuals dated 19 May 1994. The parties agree that the time limit of "weeks" in this context will refer to 8 weeks or less, except in exceptional circumstances.~~

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Casual Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Probationary Period

~~Casual status employees shall be required to serve a probationary period of either 1 calendar year of employment from the date of hire or the completion of 978.75 hours of work, whichever occurs sooner.~~

New Casual Employees will be considered probationary for a period of 9 months as provided in Article 7.01.

4. Seniority

Seniority for Casual Employees shall be calculated in accordance with ~~a~~ Article 6.06.

5. Wage and Compensation

Casual Employees shall be compensated for work performed in accordance with the applicable salary scale and shall be paid a rate based on the appropriate step on the salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

6. Hours of Work

- (i) The hours of work of Casual Employees who work full-time or who temporarily replace Full-Time Employees in accordance with this Article shall be governed by Article 11. Where a Casual Employee works more than 35 hours per week for a continuous period of 8 weeks or longer, the position in which the employee is working shall be bulletined as a Full-Time Regular position in accordance with this agreement and such bulletin shall be filled within 4 weeks of being posted. The weekly requirement shall be

E&OE  
 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



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reduced by 7.5 hours for each statutory holiday that occurs during a week, even if the Casual Employee does not perform work on that day.

(ii) Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.

(iii) The hours of work of Casual Employees ~~who work part-time or~~ who temporarily replace ~~part-time other~~ employees shall not exceed ~~30 hours per week~~ the hours of the employees they are replacing.

### 7. Premium Pay

Casual Employees shall be subject to the Premium Pay provisions specified in this Agreement.

### 8. Payments in Lieu

In lieu of Annual Vacation, Reduced Work Week Leave (RWWL), Paid Holidays, Sick Leave and Health and Welfare, (excluding Pension Plan Benefits), Casual Employees shall be paid 17.58% of gross earnings on a bi-weekly basis.

### 9. Severance Pay

Casual Employees shall not be entitled to any severance pay pursuant to Clause 9.03.

### 10. Restrictions on Use of Casual Employees

(a) The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees. ~~as the case may be.~~

(b) The use of Casual Employees shall be restricted to relieving an absent regular employee, covering short-term workload peaks and performing work pending the filling of a regular vacancy. Subject to paragraph (c) below, the Employer shall identify and keep a record of the specific purpose for which the Casual Employee is being used.

(c) Notwithstanding paragraph (b) above, the Parties acknowledge that due to the variable nature of the work in the call centre, the Employer may not be able to confirm a specific purpose for which a Casual Employee is being used. The

E&OE

Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



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parties also agree that regular, recurring work shall in general be most appropriately performed by Full-Time Regular, Part-Time Regular, or Full-Time Temporary employees as set out in this agreement. Where a Casual Employee performs work of a regular or recurring nature in the call centre for a period of 8 weeks or longer, and such work is not identified as relating specifically to one of the purposes set out in paragraph (b) above, the Employer and the Union shall meet to discuss whether such work is better suited to another employee classification.

- (d) Casual Employees shall make up no more than 30% of the total workforce over any three-month period.

Starting at the end of the first full quarter of a fiscal year following the signing of the collective agreement, the Employer shall provide a quarterly report to the Union respecting the number of employees in each employee classification on the last day of each calendar month of that quarter to establish a monthly ratio. A ratio shall be calculated by taking the average of the ratios of each calendar month in the quarter.

If the quarterly ratio exceeds 30%, the Employer shall notify the union and post sufficient Full-Time Regular positions so as to reduce the ratio of Casual Employees at or below 30%, and shall maintain such postings and provide a monthly report to the Union on the last day of each calendar month until such ratio is met, following which reporting periods will revert to the regular quarterly reporting period.

11. Accredited Service

Total hours worked while in the employ of the Company as a Casual Employee shall be deemed to be accredited service for the purposes of this Agreement. A ~~e~~Casual ~~e~~Employee who obtains either ~~f~~Full-~~t~~Time or ~~p~~Part-~~t~~Time ~~e~~Employee status under this Agreement shall be credited with all such accredited service.

12. Notice of Termination – Casual Employees


The Employer shall give each ~~e~~Casual ~~e~~Employee whose employment is terminated ~~1 day's~~ 2 weeks' notice, or pay-in-lieu.

13. Leaves of Absence

- (i) Casual Employees shall be entitled to a minimum of 2 weeks' leave of absence without pay in lieu of vacation in a calendar year.

E&OE  
 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)  


For the Employer (ABSU)  




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- (ii) Casual Employees shall select their leaves of absence in order of seniority as defined in this Agreement, following the vacation selection of Regular and Full-Time Temporary Employees under Article 14.
- (iii) The provisions of Article 14.06 (Broken Vacations) shall apply to the leaves of absence for Casual Employees except that normally at least 1 week of the year's entitlement must be taken as a continuous period.
- (iv) The leaves of absence set out above shall not conflict with essential departmental requirements.

E&OE

Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



ABSBC & COPE - HOUSEKEEPING ISSUES

**Action:** Amend Article 1.13 to update department definition to current levels of management.

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**1.13 Definition of "Department" and "Signing Group"**

Department:

A "department" will generally be understood to be all those employees under a Manager (**Level B or Career Level 7**) who reports to a **Senior Manager (Level A or Career Level 6)** ~~Direct Report to a Vice President~~ or above.

Where an anomaly occurs to this definition, ABSBC may institute a definition of department which varies from the above in which case the employer will provide to the Union the rationale for the desired anomaly. If the Union does not accept the anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be permitted. The hearing will be informal and expedited and the third party will consider the employer's business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the Union in the context of the collective agreement.

Signing Group:

A "signing group" will generally be understood to be all those employees reporting to a first line manager. However, anomalies will occur, including but not limited to, employees from different geographical locations reporting to one manager, and employee from cross functional groups reporting to different managers yet still deemed to be in the same signing group. In these instances the existing signing group practices shall prevail.

If the union does not accept the signing group anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be allowed. The hearing will be informal and expedited and the third party will consider the employer's business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the union in the context of the collective agreement.

For ABSBC:



For COPE 378:



Date:

July 8, 2015

ABSBC BARGAINING PROPOSALS

Title: Job Evaluation

Article: 2 and Appendix A

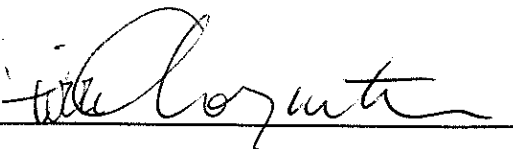
Proposal:

**NEW and Renumber**

2.01 The Company and the Union agree that it would be beneficial to establish job classifications supported by a job evaluation plan specific to ABSBC. The Parties therefore agree to create new job classifications and a new job evaluation plan within 12 months of the signing of this Collective Agreement. In the event that the Parties cannot agree on a job evaluation plan and job classifications at the end of that 12 month period, the matter may be referred to Arbitration for a final and binding decision in accordance with Article 3.06.

Without affecting the generality of 2.01, until such new job classifications and job evaluation plan are created, the Parties will continue with the processes available to them prior to signing.

For ABSBC:



For COPE 378:



Date:

July 30, 2015



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**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U3	2.04	Amend 2.04	

**2.04 Job Evaluation Appeal Hearing**

- (a) The Parties agree that the Referees shall be Dalton Larson, John Kinzie and ~~Brian Foley~~ James Dorsey on a sequentially rotating basis. In the event that a Referee is not available within 30 calendar days from the time the appeal is referred to him, the next on the list will be used. If no Referee is available within 30 calendar days from the time the appeal is referred to him, the Parties shall appoint another Referee by mutual agreement. If the Parties cannot agree, they shall request that a Referee be appointed by the Collective Agreement Arbitration Bureau and shall request that such Referee have experience with job evaluation appeals. The Parties shall pay an equal share of the fees and expenses of the Referee.
  
- (b) Except for paragraph (g) below, the process to be followed by the Referee in an appeal hearing shall be informal and non-legalistic and shall be based primarily on written documents, which will include but are not limited to the following:
  - 1. Copy of the job description(s) in dispute;
  - 2. Job analyst's evaluation rationale;
  - 3. Written correspondence and all accompanying documents exchanged between the Union and Employer under Article 2.03.
  
- (c) A representative of each Party may make a concise presentation to the Referee of his/her respective Party's position.
  
- (d) No new information will be presented by either Party in their submission or presentation, unless it has been shared with the other Party in advance with sufficient time to consider and provide a response.
  
- (e) The Referee will decide appeals involving job description disputes and/or evaluation rationale disputes. If both the job description and evaluation rationale are in dispute, the Referee will hear both disputes at the appeal hearing, with the job description dispute being presented first.

E&OE

Signed off this 28 day of July 2015

For the Union (COPE Local 378)

For the Employer (ABSU)




## COPE LOCAL 378 / ABSU PROPOSALS 2015 Union U-Item Proposals

- (f) In making a decision on the evaluation rationale, the Referee will review and consider the alternate factor evaluations for the job description and make a determination of the most appropriate factor ratings by referencing benchmark job evaluations.
  
- (g) In exceptional circumstances, either Party may elect to proceed with a full hearing with witnesses. However, as the intent is to proceed expeditiously, it is the Parties' intention to rely mainly on written submissions and concise presentations in most cases.

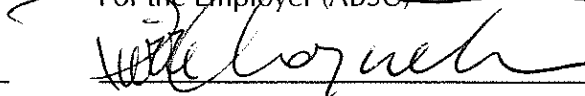
E&OE

Signed off this 28 day of July 20 15

For the Union (COPE Local 378)



For the Employer (ABSU)





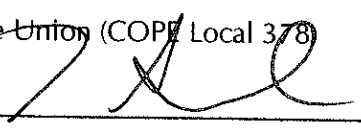
**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

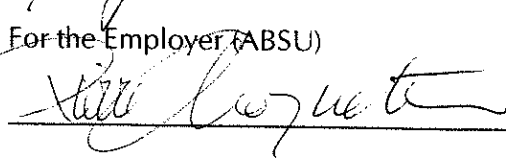
Union			
Number	Affected Article/MOU	Date:	Time:
U4	3.11	Amend 3.11	

**3.11 Selection of Arbitrator**

- (a) The following list of Arbitrators shall be appointed, for the term of this Agreement, to hear and resolve any matter referred to arbitration in accordance with the provisions of this Agreement:
- ~~Burke, E;~~ David McPhillips
  - ~~Germaine, R;~~ John Kinzie
  - ~~Taylor, C~~ Colin Taylor
- (b) The Parties shall agree to an Arbitrator from the above list or failing an agreement select an Arbitrator by a method of random draw to be agreed upon between the Parties. If the Arbitrator to be appointed is not available within an acceptable time period, another Arbitrator shall be selected.
- (c) If none of the above listed Arbitrators is available within an acceptable time period, the Parties may agree upon an alternate Arbitrator or, failing such agreement, either Party may request the Minister of Labour to appoint an Arbitrator to hear the matter in dispute.

E&OE  
 Signed off this 27 day of July 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  




**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U5	3.16	Amend 3.16	

**3.16 Expedited arbitration (former MOU #32)**

- (a) For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.
- (b) One of the following named arbitrators shall be selected by mutual agreement to hear the matter in dispute in accordance with the provisions of this Article:
  - 1. ~~Germaine, R~~ David McPhillips
  - 2. ~~Burke, E~~ John Kinzie
  - 3. ~~Taylor, C~~ Colin Taylor
  - 4. any other arbitrator that may be agreed to by the parties
- (c) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer.
- (d) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.
- (e) The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Article (3.16) by a single arbitrator.
- (f) The Parties agree to make use of agreed statements of fact to the greatest extent possible, and unless mutually agreed otherwise to limit witnesses to two per Party for each case.
- (g) All other provisions this Article (3.16) with respect to arbitration and the arbitration process as outlined in Article 3 shall apply to Expedited Arbitration.

E&OE  
 Signed off this 27th day of July 20 15

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]


ABSBC & COPE - HOUSEKEEPING ISSUES

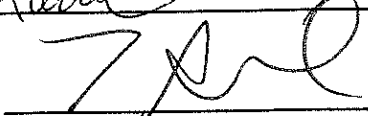
**Action:** Amend Article 4.01 (a) to indicate that salary scales will be in the Appendix section of the collective agreement.

---

**4.01**

(a) Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules in **Appendix B** with effective dates as shown.

For ABSBC: 

For COPE 378: 

Date: July 8, 2015

ABSBC & COPE - HOUSEKEEPING ISSUES

Action: Delete Article 4.02

---

**4.02 ~~Meter Reading Premiums~~**

- ~~(a) An employee experienced in meter reading who trains a new employee shall receive a bonus of \$1.30 for each working day the new employee is in his/her charge.~~
- ~~(b) Meter Readers who perform special readings, follow-up readings and monthly account readings shall be paid \$1.35 per day plus \$.70 for each application taken, providing it is the first received by the Employer from the customer and is on the appropriate form.~~

For ABSBC: 

For COPE 378: 

Date: July 8, 2015



ABSBC & COPE - HOUSEKEEPING ISSUES


**Action:** Renumber former Article 4.03 and amend.

---

**4.02 Step Increases**

(a) Salary advances within the ranges will normally occur after the end of the ABSBC fiscal year (September 1 – August 31). ~~In the first year of implementation (i.e., September 1, 2006), e~~ Existing employees shall receive a pro-rated step increase on September 1 in order to establish their new step date. The same procedure will be used for employees hired after September 1 of a given year. The Company commits to ensuring that if any employee suffers a financial loss as measured 12 months after the date of implementation, they shall be made whole.

(b) Such increases may be withheld by the employee's manager based on an assessment of the employee's performance. Where an increase is to be withheld due to inadequate performance the manager will provide 1 month's notice in writing to the employee affected, the Union, the appropriate Human Resources Business Consultant, and the ~~Manager~~, Payroll. When in the opinion of the Employer the employee has full restored his/her performance at some subsequent date, the employee shall regain his/her position within the salary scale on a non-retroactive basis.

For ABSBC: 

For COPE 378: 

Date: July 8 2015

ABSBC & COPE - HOUSEKEEPING ISSUES

Action: Delete Job Evaluation Exclusions Salary scales – with and without compression in Article 4.04

---

In 4.04 Salary Scales and Allowances

JOB EVALUATION EXCLUSIONS SALARY SCALE - WITHOUT COMPRESSION

EFFECTIVE: 2008-09-01

SALARY SCALE #2 - LENGTH OF SERVICE

JOB TITLE	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Meter Reader →	2359	2695	3034	3372		
Meter Reader B →						

JOB EVALUATION EXCLUSIONS SALARY SCALE - WITH COMPRESSION

EFFECTIVE: 2008-09-01

SALARY SCALE #3 - LENGTH OF SERVICE

JOB TITLE	MIN	STEP 1	STEP 2	STEP 3
Receiver-Shipper	2645	2780	2908	3042
Receiver-Shipper Clerk 1	2645	2780	2908	3042

For ABSBC: *Diana Agosta*

For COPE 378: *July 8, 2015* *7A*

Date: *July 8, 2015*



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		April 27 2016	
U7	4.04	<i>Amend 4.04 and add 4.05</i>	

**4.04 Salary Scales and Allowances**

(a) ~~Effective June 1, 2006,~~ As of the date of ratification, the following salary scales increases will apply to all ~~new~~ employees in ~~Groups 4 through 7~~. The probationary rate will apply to employees during their ~~9-month~~ probationary period per Article 1.06.

September 1, 2015: 1% (i.e. retroactive to September 1, 2015)

September 1, 2016: 1.25%

September 1, 2017: 1.25%

September 1, 2018: 1.5%

September 1, 2019: 1.5%

(b) Salary scales reflecting the increases in (a) can be found in Appendix X.

~~(b) Employees on payroll as of the date of ratification will receive a lump sum payment of:~~

~~i. \$1,500 for FTR employees~~

~~ii. \$1,000 for FTT, PTR and Casual employees~~

~~To be paid to employees within the first or second pay period following the date of signing of the full collective agreement~~

**4.05 Absence Reduction Incentive**

Every September 1 from 2016 until 2019, an additional 0.5% will be added to the salary increases set out in 4.04 when the annual average of employee absences is equal to or below 7.6 days per person for the whole bargaining unit.

E&OE  
 Signed off this 27<sup>th</sup> day of April 20 16

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

The annual average will be calculated by combining paid short-term sick leave of Regular and Full-Time Temporary employees with absences of Casual employees due to short-term illness over the 12-month period ending June 30 of each applicable increase year.

---

*In Appendix X*

*We would list the salary scale based on the increases in 4.04 (a). Under each annual scale. We would add the following statement:*

"The salaries in the above scale may be increased by an additional 0.5% based on the requirements of the Absence Reduction Incentive in 4.05, and accordingly the scales may not reflect actual salaries."

---

E&OE

Signed off this 27<sup>th</sup> day of APRIL 20 16

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: October 15, 2015	Time:
U8	5.07	Amend 5.07	

### 5.07 Use of Company and Personal Vehicles

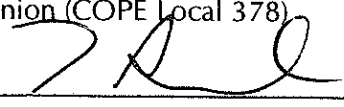
#### (a) Conditions for Use of Personal Vehicles

Ownership or provision of a personal vehicle shall not be a condition of employment. However, by mutual agreement between the Employer and an Employee and provided the Employee has completed an indemnity agreement as set out in point 3 below, the Employee's private leased or owned vehicle may be used for the business purposes of the Employer, in which case the following conditions shall apply:

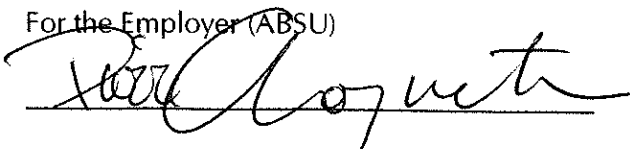
1. The Employer shall reimburse the Employee for distance traveled in the amount of ~~50~~ 53.5 cents per kilometer to a maximum of 5000 km, with ~~44~~ 47.5 cents per kilometer thereafter, in a calendar year. With approval of their managers, and where an employee is required to use their four wheel drive vehicle off-road, the Employer shall reimburse such distances traveled in the amount of 67 cents per kilometer to a maximum of 1000 km, with 21 cents thereafter, in each calendar month.
2. The Employer shall provide or pay for any additional parking required for any personal vehicle of any Employee which is used, upon proper authorization, for the business purposes of the Employer.
3. The minimum insurance for employee-owned or leased vehicles used on ABSBC business shall be \$300 collision deductible, \$300 comprehensive deductible, \$1,000,000 third party liability and underinsured driver coverage. Provided the Employee completes an indemnity agreement holding ABSBC harmless for any liability to claims arising from accidents which happen while the vehicle is being used for personal reasons, ABSBC will pay the above collision and comprehensive deductible, and third party liability in excess of the above coverage, in the event of an accident involving a vehicle being used on ABSBC business.
4. If an Employee's insurance costs increase due to an accident which occurs while the Employee is using his or her personal vehicle, upon proper authorization, in the performance of the Employee's duties, the Employer

E&OE  
Signed off this 15th day of October 2015

For the Union (COPE Local 378)



For the Employer (ABSU)





# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

shall pay the full cost of any such increase for the entire period during which any such increase applies, unless it is conclusively established that the Employee was grossly negligent.

- 5. In addition to the above, where the Employee has the proper authorization and is required to use their vehicle more than 6 days per calendar month for business purposes, the Employer shall pay the Employee the difference in cost between the Employee's normal vehicle insurance and insurance for business purposes as set out in Clause 5.07 (a)(3) above.
- (b) Where an Employee elects to use his/her personal vehicle in preference to public transportation, the Employee shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when traveling by public transportation. Travel time will be paid as though the Employee traveled by public transportation.

E&OE  
Signed off this 15th day of October 2015

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: October 15, 2015	Time:
U9	5.09	Amend 5.09	

### 5.09 Living Out Allowance and Meals

A living out allowance of \$48 101.00/day will be paid to employees who would otherwise receive free room and board and who have the Employer's permission to be living out in accommodation not provided by the Employer. Unless the employee is returned to established headquarters or is granted paid travel time and expenses actually incurred as provided in 5.02(j) the living out allowance will not be reduced when an employee is on paid leave of absence such as annual vacation, sick leave, statutory holidays or day in lieu thereof; or for unpaid leave of absence not exceeding five working days; or while the employee is on Workers' Compensation up to the maximum of his/her unused sick leave allowance. Permission to live out will not be withdrawn except by mutual agreement. Notwithstanding the above, employees who have set up semi-permanent residences at the temporary location (such as mobile home or furnished apartment) will not have their living out allowances reduced when returned to established headquarters at the Employer's expense for periodic assignments or training of 2 weeks or less.

E&OE  
Signed off this 15th day of October 20 15

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: October 15, 2015	Time:
U10	5.10	Amend 5.10	

### 5.10 Where Employer Responsible for Board

Except as provided in Article 5.09 above, where the Employer is responsible for board and/or lodging, the employee may elect,

- (a) to be supplied with accommodation which is equipped with cooking facilities and shall receive \$25 per day in lieu of board only; or \$33 per day in lieu of board only where it is essential that employees ` cook for themselves; or
- (b) to submit an expense account in lieu of board only. It is the intent that reimbursement for board only will be based on reasonable meal expenses incurred.

1. Employees entitled to reimbursement of all three meals in a day may claim up to ~~\$40~~ 51.00 per day without receipts; claim over ~~\$40~~ 51.00 per day must be supported by receipts.
2. Employees entitled to reimbursement for less than 3 meals per day, may claim without receipts the per meal allowance as follows:

- Breakfast            ~~\$9.00~~ \$11.00
- Lunch                ~~\$11.00~~ \$14.00
- Dinner               ~~\$20.00~~ \$26.00

~~\*As per agreement of September 5<sup>th</sup> 2002.~~ Reimbursement per meal over these amounts must be supported by receipts.

E&OE  
Signed off this 15<sup>th</sup> day of October 2015

For the Union (COPE Local 378)

For the Employer (ABSU)





# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK5	6.05	Amend 6.05	

### 6.05 Calculation of Seniority – Part Time Regular Employees

- (a) Notwithstanding Article 6.02(d), Part Time Regular employees shall, except in the circumstances set out in item 6.05(b) below, only accumulate seniority on the basis of time worked. Calculation of service and seniority shall be in accordance with the following:
1. The accredited service and seniority calculations for PTR employees will be calculated as at December 31 each year. This calculation will include hours worked plus Annual Vacation entitlements for that calendar year.
  2. An employee's total hours worked per Art. 6.05(b) for the previous calendar year will be determined after the end of the last pay period of that year. Total hours worked, including the current year's Annual Vacation entitlement, will be divided by 163.0435 hours and rounded up. If the employee's total hours worked plus credit for AV entitlement exceeds 1957.5 total working hours in the year, the employee will only be credited with 1 year of service/seniority for that year. The rounded result is the accredited service and seniority for the current year, which will be added to the accumulated total for accredited service and seniority of previous years.
  3. An employee whose status at the end of a year is FTR, and has changed from PTR to FTR at any time during the year, will have no Annual Vacation entitlement included in the calculation of accredited service for that year.
  4. An employee whose status at the end of the year is PTR, and has changed from FTR to PTR at any time during the year will have the full amount of Annual Vacation entitlement included in the calculation of accredited service for that year.
- (b) Part-Time Regular employees shall accrue seniority when absent from work only in the following circumstances:
1. while laid off to the recall list.
  2. while absent from work on sick leave.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

3. while absent from work and in receipt of Long Term Disability benefits.
4. while absent from work and in receipt of Worker's Compensation benefits.
5. while absent from work and on pregnancy leave; and
6. while on approved leave of absence.

Seniority shall be calculated on the basis of the average number of hours worked over the ten week period immediately prior to the commencement of the absence for any of the reasons listed above.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Feb 3 2016	<b>Time:</b>
U12	6.06	<i>Amend</i>	

6.06 Calculation of Seniority – Casual Employees

(a) Casual employees shall accrue seniority on the basis of hours worked converted to a date by dividing hours by 7.5 and counting the equivalent working days backward from the date the calculation is required. ~~Seniority will be calculated on an as-needed basis and will only apply to job competitions per Article 7.~~

(b) Casual employees will lose seniority if;

1. They have not worked for 8 months
2. They are dismissed for just cause and not re-instated.
3. They voluntarily resign.
4. They fail to report for duty without reasonable excuse 3 times in a 6-month period.

E&OE  
Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
HK6	6.07	Amend 6.07	

**6.07 Calculation of Seniority – Probationary Employees**

Probationary Employees who ~~obtain regular status~~ pass their probationary period shall have their seniority dated from their entered service date.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union		Date:	Time:
Number	Affected Article/MOU		
HK7	6.10	Amend 6.10	

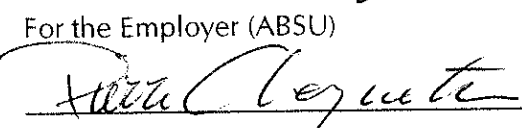
**6.10 Loss of Seniority**

An Employee shall lose his or her seniority only in the event that:

- (a) the Employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the Employee voluntarily terminates employment in accordance with this Agreement;
- (c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than 2 consecutive years;
- (d) a Full Time Temporary Employee does not subsequently regain Full Time Temporary or gain Regular status within 8 continuous months;
- (e) the Employee fails to maintain membership in good standing in the Union;
- (f) a ~~casual~~ Casual Employee loses seniority, in accordance with article 6.06.

E&OE  
 Signed off this 8 day of July 20 15

For the Union (COPE Local 378)  


For the Employer (ABSU)  




# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U14	7.02	Amend 7.02	

### 7.02 Hiring Rates

- (a) Employees, including those from other Unions within the Company, will normally be hired at the minimum rate of their job group, except that the Employer may hire an employee at any step in the salary range for that job group having regard to work experience and/or attraction challenges. The Employer will advise the Union of such exceptions and will obtain the Union's agreement for hires at Step 3 and beyond.
- (b) If a ~~temporary~~ Full Time Temporary or Casual employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, the employee's salary will be determined as ~~though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph~~ by applying the employee's past service and seniority to the employee's next scheduled salary increase.

E&OE

Signed off this 28 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK8	7.04	Amend 7.04	

### 7.04 Permanent Promotions

- (a) When an employee is promoted the employee will receive an increase of 5% of his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group the employee shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum. For the purposes of this clause, "base rate" shall mean salary for the former job plus any prorated length-of-service increase as determined under Article 4.03 (i).
- (b) When an employee is permanently promoted from a position he/she has taken under the provisions of Article 7.06 (a) and (b), the following salary policy will apply:
  1. If the employee has been on the lower grouped job more than 1 year the employee shall be promoted in accordance with 7.04 (a) above.
  2. If the employee has been on the lower group job less than 1 year and is promoted to the same group he/she held prior to demotion, the employee will receive the salary he/she would have achieved had the employee remained on that higher job group level.
  3. If the employee is promoted to job group higher than that he/she held prior to his/her demotion, the employee's salary will be determined by applying firstly the provisions of 7.04 (b) 2 and then the provisions of 7.04 (a).

E&OE

Signed off this 8<sup>th</sup> day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)

**ABSBC BARGAINING PROPOSALS**

**Title:** Employment and Transfer – Job Posting

**Article:** 7.09

**Proposal:**

**7.09 Job Posting**

- (a) A regular employee who is a member of the Union and already on the staff of a department in which a vacancy occurs may be promoted to such vacancy without that vacancy being posted on company bulletin boards.
- (b) If a promotion is not made within a department, then the vacant position shall be posted on company bulletin boards for a minimum of 5 working days in order to give employees an opportunity to apply for it. The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. A job posting for a temporary job must also state the anticipated end date for the temporary job. With agreement of the Union, under exceptional circumstances bulletining may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.

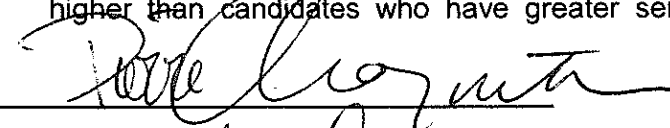
(c) Standing Posts

Notwithstanding 7.09 (b), applicants to a bulletin to which they have been unsuccessful may be considered for subsequent vacancies for positions(s) that were posted on the original bulletin without having to reapply provided that such vacancies occur within 3 months of the date of posting of the original bulletin. These bulletins will remain posted and applications will continue to be accepted for any subsequent vacancies during the life of the bulletin. The applications will only remain valid provided no further bulletin for these positions(s) is posted. These bulletins will apply to the following high turnover Customer Services jobs in the Lower Mainland and Victoria; Meter Readers, Customer Inquiry Clerks, Credit Services Clerks, and Billing and Information Clerks. Additional classifications may be added by agreement of the Parties.

- (d) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy. A late applicant shall be considered for a bulletined job provided the employee was absent from work due to sickness or vacation or away from established headquarters on company business at the time the job was bulletined, and provided his/her application is received before another person is selected to fill the vacant position.

- (e) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority. For clarity, "demonstrably" shall

For ABSBC:



For COPE 378:



Date:

Aug 18 / 2015



**ABSBC BARGAINING PROPOSALS**

mean at least 10% higher than candidates who have greater seniority.

- (f) Ability shall include consideration of the employee's:
- (1) performance on the employee's present and/or previous jobs with the Employer within the last 2 years;
  - (2) the results of any testing conducted pursuant to Article 7.09 (i).
- (g) Confidential employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this clause.
- (h) Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure. The Employer shall ensure that in the exercise of its job selection rights under this article that no discrimination or favouritism affects any particular applicant for a job posting.

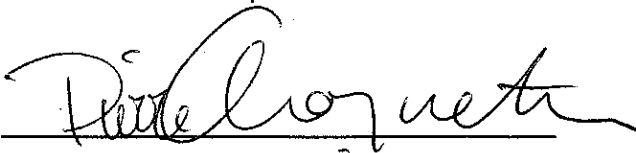
It is agreed that the selection criteria for each job with more than 20 incumbents shall be the same, subject to specific emphasis of the job duties of each position.

Where an employee who bids laterally on the same position he/she currently holds does not possess the required educational qualifications, he/she shall be deemed to possess such qualifications. It is understood that this language is not intended to "automatically" apply to temporary employees nor regular employees temporarily holding positions other than their regular positions. Notwithstanding this, it is further understood that although these employees are not "automatically" deemed to meet the educational requirements by virtue of this language, they may be otherwise deemed to possess such qualifications through and appropriate assessment. Any equivalencies applied in these circumstances shall be applied in a fair and consistent manner. Where the Employer has established an equivalency for required qualifications, such equivalency shall be applied in a fair and consistent manner.

- (i) The Employer will provide the Union copies of all job bulletins in a timely manner. The Employer will provide the Union with copies of applications for COPE 378 job bulletins upon request to Human Resources ~~the local Personnel Offices~~. The Employer will provide the Union with the name, existing job title and employee number of successful COPE 378 applicants for the Employer job vacancies, COPE 378 jurisdiction.

- (1) The Employer may use testing to assess the requisite skills and abilities of applicants. Where used, tests must be administered fairly and without bias, and must be relevant to the job. More specifically, all candidates must receive the same questions and be provided with equal time in which to complete the test.

For ABSBC:



For COPE 378:



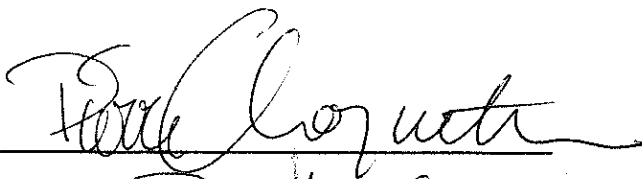
Date:

AUG 18/2013

ABSBC BARGAINING PROPOSALS

- (2) An employee who is given any test for job selection purposes under this Agreement shall have the right to review his or her test results and all documents relevant to the test, upon request.

For ABSBC:



For COPE 378:



Date:

AUG 18 2015

ABSBC & COPE - HOUSEKEEPING ISSUES

**Action:** Insert MOU 35 into body at new Article 7.12 and delete MOU 35 in MOU section.

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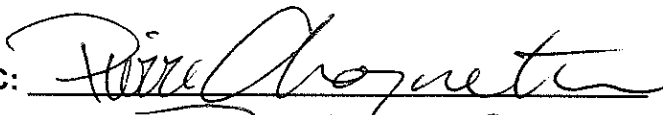
**MEMORANDUM OF UNDERSTANDING #35  
RE: PARTICIPATION BY EMPLOYEES IN JOB SELECTION**

**7.12 (Formerly MOU 35) Participation by Employees in Job Selection Process**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (a) It is agreed that only supervisory, managerial, excluded employees (who are engaged in matters related to personnel functions pursuant to Section(s) 1 and 139 of the Labour Relations Code of British Columbia, or any equivalent successor legislation) shall be authorized to make job selection decisions under the Collective Agreement.
- (b) It is agreed that in the application of Paragraph (a) above, a Work Leader or other designated Employees in the bargaining unit who have specific technical expertise may act as advisor to the Employer during the job selection process under the Collective Agreement. It is understood and agreed that such advisor shall only provide technical input about the requirements of the job which is under competition and may be required to prepare assessment and testing materials for the selecting manager.
- (c) It is agreed that when a Union member participates in the job selection process as set out under Paragraph (b) above, it shall be voluntary and shall not be deemed to be a condition of employment. It is understood and agreed that if the work performed in this advisory capacity warrants a temporary promotion then the applicable provisions of the Collective Agreement, concerning temporary promotion, shall apply.
- (d) The Employer specifically agrees not to amend any job description held by a Work Leader or any other COPE 378 affiliated job description to incorporate job selection responsibilities into their duties or attempt to have them designated as excluded Employees pursuant to the Labour Relations Code of British Columbia, or any successor legislation.
- (e) The Employer specifically agrees not to compel any Employee in the bargaining unit who participates in the job selection process in accordance with Paragraph (b) above to testify before either an arbitrator or the Labour Relations Board of British Columbia, or any of its successors.
- ~~(f) The Memorandum Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.~~
- ~~(g) This Memorandum Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.~~

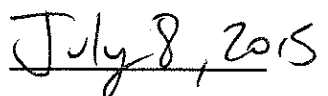
For ABSBC:



For COPE 378:



Date:





**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 16, 2016	<b>Time:</b>
U18	9.03	Amend 9.03	

**9.03 Severance Pay – Regular Employees (See MOU #82)**

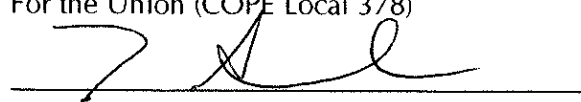
A regular employee whose employment is terminated in accordance with the provisions of this Agreement, except for just cause, shall be entitled to severance pay in accordance with the following:

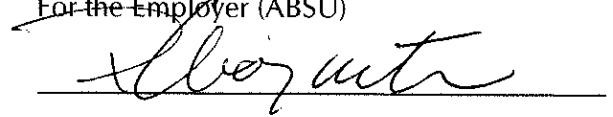
- (a) on completion of 6 months but less than 2 years of continuous service 2 weeks;
- (b) for each additional year of continuous service equal to or greater than 2 years 2 weeks to a maximum of 52 weeks.

For the purposes of this Article, continuous service will be prorated based on the employees past continuous service as a Casual, Full Time Temporary, Part Time Regular, or Full Time Regular Employee, or a combination of the aforementioned. The proration will be calculated by taking the total number of hours worked and dividing by 1957.5 to get a total number of years worked. Any approved leaves and leaves of absence without pay in lieu of vacation shall be considered to be hours worked for the purposes of this Article.

For the purposes of this Article, a "week" shall mean 37.5 hours of pay at the affected employee's regular rate.

E&OE  
 Signed off this 17<sup>th</sup> day of February 2016

For the Union (COPE Local 378)  


For the Employer (ABSU)  




# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U19	9.05	Amend 9.05	

### 9.05 Placement in Vacant Positions Within The Bargaining Unit (Also refer to MOU #19)

The Employer shall offer vacant positions in their headquarters, local geographic area and in the Company - in that order - to regular employees who are subject to displacement. Such placement in vacant positions shall be based on ability and seniority, in that order. In such cases the Union agrees to waive the requirement to post such vacancies. Any offer of placement shall be limited to an equal or lower level job group to the job from which the employee was displaced. Additionally, a regular employee who is subject to displacement and who is in receipt of blue-circle salary treatment, may be offered placement into a job group level up to and including that at which the employee's salary is blue circled.

These employees shall be eligible for training:

- (a) for the operation of new equipment and/or performing new procedures;
- (b) for qualifying for new jobs created by such changes;
- (c) for other vacancies within the Company for which they may be qualified.

Where an Employee is entitled to training pursuant to this Article, the Employer and the Employee shall meet within 30 days to develop a training plan and a schedule of completion.

E&OE  
Signed off this 27 day of July 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
HK11	9.13	Amend 9.13	

**9.13 Recall Period (Refer To MOU #19)**

The laid off regular employee's name shall be placed on a recall list for 2 years and considered for any regular vacancy of an equal or lower job group in accordance with Article 9.14 below. Notice of recall for placement interview purposes shall be made personally or by ~~double~~ registered mail. Should the employee fail to respond to the registered mail notice within 5 working days unless such time is extended by the Employer, the employee's name shall be dropped from the recall list. A copy of such notice shall be sent to the Union. The laid off employee is responsible for providing the appropriate Human Resources contact with his/her current mailing address and telephone number.

The Employer will maintain an up-to-date recall list and provide a copy to the Union upon request. Any grievance filed with respect to not being recalled shall be in accordance with the provisions of Article 3 of this Agreement.

E&OE

Signed off this \_\_\_\_\_

8

day of \_\_\_\_\_

July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015  
Union U-Item Proposals**

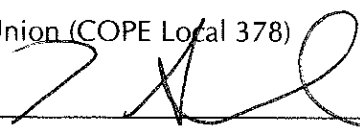
<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: September 28, 2015</b>	<b>Time:</b>
U56	Art 10.01 & 10.02	<i>amend</i>	

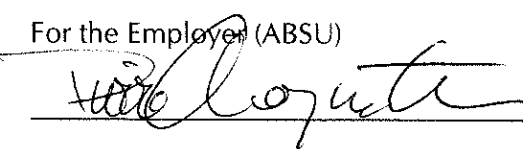
**ARTICLE 10: BENEFIT PLANS**

**10.01 Medical Coverage and Extended Health Benefits**

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the BC Medical Services Act through the Medical Services Plan of BC.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan.
- (c)
  1. Eligible new employees (except casual employees and ~~those hired for vacation relief~~) are covered under the Medical Services Plan effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month.
  2. Eligible new employees as in 1 above are covered under the Extended Health Care Plan effective date of hire.
  3. ~~Vacation relief employees are covered under the Medical and Extended Health Care Plans effective the first day of the month following 3 continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fourth month of continuous service.~~
- (d) Premiums for both plans will be paid by the Employer. Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans.
- (e) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

E&OE  
Signed off this September 28/15 day of \_\_\_\_\_ 20\_\_\_\_

For the Union (COPE Local 378)  


For the Employer (ABSU)  




# COPE LOCAL 378 / ACCENTURE PROPOSALS 2015

## Union U-Item Proposals

NOTE: The word "month" as used above means "calendar month".

### 10.02 Group Life Insurance

The Employer shall continue to provide a Group Life Insurance program which provides coverage of 200% of annual basic earnings. Premiums for this plan shall be paid by the Employer and dividends will accrue to the Employer. Except for casual employees and ~~employee hired for temporary vacation relief~~ enrollment is compulsory for all employees and plan coverage is effective date of hire. ~~Enrollment for vacation relief employees is compulsory after 4 months' continuous service.~~

E&OE  
Signed off this 28 day of September 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]





# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: February 9 2016	Time:
U62	10.03	Amend 10.03	

### 10.03 Dental Plan

All regular employees and Full-Time Temporary Employees with greater than ~~one year~~ 9 months of continuous service shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to those offered by Manulife as of the date of signing of the Agreement in Plan A (95%), Plan B (65%), and Plan C (50% co-insurance) with a limit of \$2500 maximum lifetime benefits per person enrolled in the plan. Enrolment and continuous coverage in the dental plan is a condition of employment for eligible employees except that employees covered by another dental plan may elect not to participate in the Company plan. Coverage commences effective the date of hire for regular employees and following ~~4-year~~ 9 months of continuous service for Full Time Temporary employees. The cost of the dental plan shall be paid by the Employer.

The parties agree that, in cases where spouses are both employed by ABSBC, each spouse is entitled to the benefits of the dental plan.

E&OE

Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK14	10.07	<i>Renumber and Amend</i>	

### 10.07 Benefit Plans on Leave of Absence

- (a) An employee on leave of absence without pay, for reasons other than sick leave, disability leave, leave in lieu of annual vacation, pregnancy leave, ~~or adoption leave~~ or and paternity parental leave for an unbroken period of 15 days or more in any calendar month is required to prepay the whole cost of benefit plans as outlined in 10.01, 10.02, 10.03, 10.04, and 10.05 above in respect of that month.
- (b) Employees who are on Leave of Absence in accordance with Article 1.05 as full-time paid officers or employees of the Union, shall be eligible for coverage under all Company benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or the Employee.


NOTE 1: Coverage in all Benefit Plans will be effective immediately following the completion of the qualifying period, if any.

NOTE 2: Further details on these plans are provided in the Supplementary Information attached to this Agreement

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  


**ABSBC BARGAINING PROPOSALS**

**Title: Working Hours**

**Article: 11**

**Proposal:**

**ARTICLE 11 - Hours of Work, Overtime and Shift Work**

**11.01 Hours of Work**

~~The hours of work of all employees, except part-time and casual employees (Article 1.06(b) and (d), shift employees (Article 12.04) and those otherwise specifically mentioned in this Agreement, shall be as follows:~~

Unless otherwise specifically mentioned in this Agreement, the hours of work provisions shall be as follows for all employees:

(a) Working Hours

1. ~~The hours of work of all employees, except Part-Time Regular (Article 1.06 (b)) and Casual Employees (Article 1.06 (d)), shift employees (Article 11.03),~~ shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7.5 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.
2. Notwithstanding Article 11.01(a)(1) above, ~~Full-time Regular~~ Employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the 17 RWWL days to be earned in the following calendar year. Since the cash payment will be made in advance of the RWWL being earned, a pro-rata adjustment will be made if the employee terminates from the Employer before the end of the calendar year in which he/she receives the cash payment.
3. ~~Full-Time Temporary~~ employees may elect to receive either time or cash for RWWL days to be earned. Time is defined as one full day off in each of the 17 bi-weekly pay periods which do not contain a statutory holiday. Cash is defined as 7% of gross bi-weekly earnings paid on a bi-weekly basis.

Temporary employees cannot take RWWL days off in advance of having earned them.

(b) Standards and Authorized Variations

1. "Standard" means the condition specified in the Agreement.

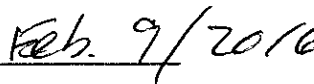
For ABSBC:



For COPE 378:



Date:



## ABSBC BARGAINING PROPOSALS

2. "Authorized Variation" means a range of alternatives specified in the ~~agreement~~ Agreement, within which range a supervisor may vary from the standard due to operational requirements. The supervisor will provide employees with two weeks' notice where an authorized variation is to be used.

To the extent possible, authorized variations will be agreed to between the supervisor and the affected employee(s). Where agreement is not reached, the supervisor's change to an authorized variation will not be arbitrary, discriminatory, or in bad faith, and consideration will be given to an employee's personal circumstances, and, where applicable, to an equitable sharing of preferred and un-preferred hours of work, prior to the change being implemented. It will be the responsibility of the employee(s) to inform their supervisor of the impact of the proposed change to the hours of work.

(c) Work Day

- (i) The standard will be 7.5 consecutive hours of work, exclusive of a half-hour unpaid lunch period in a 24 hour period.
- (ii) The authorized variation will be 7.5 consecutive hours of work, exclusive of an hour long unpaid lunch period in a 24 hour period.

(d) Work Week for non shift work employees

1. The standard will be Monday through Friday.
2. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, HR, billing customer accounts, customer telephone enquiries or credit services. ~~All employees of NCS are also covered by this variation.~~ This list may be amended by agreement of the Parties.
3. Modified Work Weeks

If agreed between the Union and the Employer, employees may be scheduled to work modified work schedules without overtime rates applying.

(e) Starting Time for non shift work employees

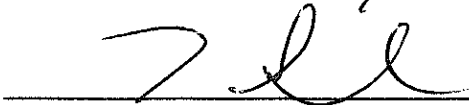
1. The standard starting time will be 08:00.
2. The authorized variation will be a starting time between 06:00 and 10:00.

(f) Lunch Breaks

For ABSBC:



For COPE 378:



Date:

Feb. 9/2016

## ABSBC BARGAINING PROPOSALS

1. The Employer agrees to supply beverages at an economic price at each employee's work place except when employees are working from home.
2. Employees will be entitled to one paid 15 minute rest period in each work day where they are scheduled to work up to five hours. Employees will be entitled to one paid 15 minute rest period and one unpaid lunch period in each work day where they are scheduled to work more than five hours and up to six hours. Employees will be entitled to two paid 15 minute rest periods and one unpaid lunch period when they are scheduled to work more than 6 hours and up to 8 hours.

Where employees are entitled to two rest periods, the first such break shall occur prior to the lunch period and the second break shall occur prior to the end of the employee's working day. Rest periods shall not be scheduled within 45 minutes of a meal break or the end of a shift, except in exceptional circumstances. The lunch break will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

Except where otherwise specified, rest periods and/or lunch breaks may not be accumulated to be taken at the end of a shift or on another day.

- ~~1. The standard will be per current local practice.~~
- ~~2. The authorized variation will be one half hour or one hour.~~

~~(g)(h)~~ In cases where hours of work must be varied to obey Provincial Fire Regulations, or Forest Management Licensee Requirement, such work as is carried out under these conditions shall be at straight-time for the first 7.5 hours.

### (h)11.07 Telephone Consultation

Where an employee is consulted by a supervisor or the supervisor's delegate by telephone outside of the employee's normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

1. Pay per telephone consultation equivalent to one-half hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and 1 hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (2) below.
2. If a second or successive telephone consultation takes place within on-half hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (1) above.
3. The telephone consultation premium will not be paid if an employee is on standby duty.

For ABSBC:

*Bob Clayton*

For COPE 378:

*[Signature]*

Date:

*Feb 9/2016*

## ABSBC BARGAINING PROPOSALS

### (i) Call outs

1. A call out occurs when an employee is called into work within a period of 12 hours prior to time the employee reports for duty.
2. An employee called in to work during off-scheduled hours shall be paid at overtime rates for a minimum of 2 hours but from the time the employee leaves his/her residence. One half-hour at the applicable rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provisions will not apply.
3. Except for Casual employees, an employee called in to work on a normal day off shall be paid overtime rates for a minimum of 2 hours but from the time the employee leaves his/her residence. One half-hour at the applicable rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked.
4. Notwithstanding the provisions of Clause 11.02(d) a call-out occurring within a period of 4 hours prior to the commencement of the employee's regular working day or shift will nevertheless require the employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.
5. An employee shall not be entitled to overtime payments for a call out if they do not finish their scheduled working day or shift unless such working day or shift ends earlier than scheduled at the request or direction of the Employer.

### (j) Stand-by Arrangement

1. A stand-by arrangement occurs when an employee is available and ready to be reached to report to work within a reasonable amount of time.
2. An employee scheduled on standby will be paid 2 hours at straight time for the 24 hours period commencing daily at 08:00 Monday to Thursday, inclusive, 3 hours at straight time for the 24 hour period commencing at 08:00 Friday, and 4 hours at straight time for the 24 hour period commencing at 08:00 on a Saturday, Sunday, or statutory holiday.
3. Where possible, standby will be signed up on a voluntary basis with schedules posted at least 72 hours in advance. Stand-by will be offered on a "seniority down" basis.
4. Where there are no volunteers for stand by assignments, the Employer may assign stand-by on a "seniority up" basis.
5. Should an employee be given less than 72 hours' notice of standby duty, the employee will be under no compulsion to accept such duty.

For ABSBC:



For COPE 378:



Date:

Feb 9/2016

## ABSBC BARGAINING PROPOSALS

6. No employee will be compelled to accept standby on any combination of two consecutive weekends, statutory holidays and holiday weekends.

### (k)11.06 Premium Payments

1. Training Premium Pay: In classroom training situations, where an employee who does not have responsibility for conducting training as part of their defined job duties is assigned to conduct such training, they shall be paid a premium of 5% of their normal hourly rate for all time spent in instruction.
2. Other Premiums: Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

### (l) Additional Hours

1. Where the Employer deems it necessary to schedule additional regular hours, such hours shall be offered to all Part-Time Regular and Casual employees in the signing group, usually by mass communication such as email, auto-dialer, and/or text.
2. Additional hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority down basis first to Part-Time Regular and then to Casual Employees.
3. Additional hours required for part of a day will be first offered to Part-Time Regular Employees on a "seniority down" basis, on duty, on site and continuous with their shift. It will then be offered to Casuals employees on a "seniority down" basis, on duty, on site and continuous with their shift.
4. Should no employee voluntarily accept such hours, the Employer may direct employees to work those hours, beginning with Casual employees on a "seniority up" basis followed by Part-Time Regular employees who have worked less than 30 hours in a week on a "seniority up" basis.
5. Additional hours due to unanticipated workloads as in (1) to (4) above will first be offered to employees for whom it will not attract overtime.

- (i) ~~Policies and bulletins issued by the RWWL Task Force have been deleted and/or incorporated into the collective agreement where applicable. There is no intent to change the application or principles of the RWWL provisions.~~

For ABSBC:



For COPE 378:



Date:

Feb 9/2016

**ABSBC BARGAINING PROPOSALS**

(j) Meter Readers

- ~~1. In general, Meter Readers shall work a 157.5 hour, 21 day month, reduced, as appropriate, by RWWL, as provided in Article 11.01(a). The working day shall include office reporting and clerical time, travel time from office to start of route, and shall commence at 08:00.~~
- ~~2. It is the intent of both Parties to this Agreement that a 157.5 hour month shall take care of moderate day to day variations in hours of work due to scheduling difficulties. Monthly time in excess of 157.5 hours is to be paid at overtime rates or on the basis of time off according to Article 11.02. Daily and hourly rates shall be calculated on the basis of 7.5 hours per day.~~

**11.02 Overtime Payments** ~~[Delete 11.02 and 11.03]~~

Unless otherwise specifically mentioned in this Agreement, the overtime provisions shall be as follows for all employees:

(a) Overtime Application:

1. All time worked in excess of 7.5 hours in a day or 37.5 hours in a week shall be paid at the rate of double time (200%).
2. All time worked on Saturdays (except for those Employees on authorized variation) and Sundays, and days off in lieu of Saturdays and Sundays for shift workers, shall be paid at the rate of double time (200%).
3. Except for Casual Employees, an employee called to work on a normal day off shall be paid at the rate of double time (200%).
4. Employees who work overtime between their start time of the scheduled shift or working day and 8 hours prior to the start of the scheduled shift or working day shall be paid at 200% of straight time rates for those hours.
5. An employee shall not be entitled to overtime payments when called to work if they do not finish their scheduled working day or shift unless such working day or shift ends earlier than scheduled at the request or direction of the employer.
6. All time worked on annual vacations, on statutory holidays, or on scheduled days off in lieu of statutory holidays for shift workers, shall be paid at the rate of double time (200%) plus regular salary, except as provided in Article 13.01(e) of this Agreement.

For ABSBC:

*Rene Arquette*

For COPE 378:

*Z. Le*

Date:

*Feb 9/2016*



## ABSBC BARGAINING PROPOSALS

### (b) Overtime Travel and Transportation:

1. ~~11.04~~ If an Employee is required to report for his/her regular day's work at a location other than his/her established headquarters, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her established headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances, but no such arrangement will reduce any entitlement of the Employee under this Collective Agreement.
2. ~~11.02(e)~~ Notwithstanding ~~Article paragraphs 11.02(b) (a)(1),(2) and (6)~~, all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to employees conducting the training.
3. ~~11.03(a)~~ If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
4. ~~11.03(b) & (j)~~ If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid. Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
  - i) Provided that normal means of transportation is not available.
  - ii) Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
  - iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her supervisor during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

### (c) Overtime Meals

1. ~~11.03(f)~~ Where an employee is required to work less than 2 hours beyond his/her regular shift, a one-half hour unpaid meal period will be allowed.

For ABSBC:

Piero Choquette

For COPE 378:

[Signature]

Date:

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**ABSBC BARGAINING PROPOSALS**

2. ~~11.03(g)~~ An employee will be paid for a one-half hour meal period at the prevailing overtime rates, and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred:
- i) where the actual worked, exclusive of any meal period, is 2 hours or longer before or after the regular day or shift;
  - ii) where an employee is called in and works 4 hours overtime;
  - iii) where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift;
  - iv) where an employee misses a paid meal period to which the employee is entitled, he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
3. ~~11.03(h)~~ Where work is pre-scheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Employer will not be required to provide lunch or pay for meal time if taken.

(d) ~~11.03(i)~~ Overtime Rest between Two Work Periods

An employee who has worked overtime shall return to work after 8 hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work the employee shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if his/her overtime finished at or before 8 hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her 8 hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

(e) ~~11.05~~ Overtime Minimum Paid Periods

1. If an employee is required to remain at the work place to work overtime, the employee will be paid for a minimum of one-half hour. Time worked beyond the first one-half hour of overtime will be recorded to the next higher quarter hour. The

For ABSBC:

*Patricia Cruz*

For COPE 378:

*7/2/16*

Date:

*Feb 2016 / 19/16*

## ABSBC BARGAINING PROPOSALS

applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if the employee is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off (e.g. RWWL day) will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

2. An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time the employee leaves his/her residence. One-half hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provisions will not apply.

### (f) Overtime Scheduling

1. Where the Employer requires overtime work to be performed, such hours shall first be offered to all employees in a signing group, usually by mass communication such as email, auto-dialer, and/or text. Overtime hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a "seniority down" basis first to Regular and Full-time Temporary and then to Casual employees.
2. For same day overtime work, overtime hours will be given by seniority to employees who are already on duty and on site.
3. If no employee voluntarily accepts the overtime work, the Employer shall assign such work to Casual Employees on a "seniority up" basis within a job classification, followed by Full-Time Temporary and Regular Employees on a "seniority up" basis within a job classification.

### 11.03 Shift Work [Delete Article 12 and renumber subsequent Articles]

(a) ~~12.01~~The Employer's various operations have required and may continue to require shift work.

(b) ~~12.02~~Notice

1. The Employer will provide the Union and affected employees with 60 days' notice prior to introducing new shift requirements in a work area (i.e. a shift that is not currently in use in the work area or that has not been used in the work area in the preceding 12 months). This will include work areas that already have shift

For ABSBC:

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For COPE 378:

*JHL*

Date:

*Feb 9/2016*

## ABSBC BARGAINING PROPOSALS

requirements. This notice period is required even if the new shift is added during the course of the normal shift sign-up.

2. The Employer will provide the Union and affected employees with 60 days' notice if there is a required change to a full-time employee's shift due to operational reasons. If such notice is not given for a required shift change, then the full-time employee will attract overtime wages for the hours worked outside their normal shift schedule until the required notice period is satisfied.
3. Consideration will be given to individual circumstances in the event that an employee has legitimate reasons for delaying the start of the new shift (e.g. child or elder care requirements).
4. For clarity, the notice period outlined above is not required when canceling an already existing full-time shift (i.e. the shift is no longer required in the work area) so long as the cancellation occurs during the course of the normal shift sign-up. If the cancellation occurs at a time other than normal shift sign-up, paragraph (b) will apply.
5. For further clarity, a notice period is not required when simply shifting the number of employees required on currently existing shifts so long as this change to the employee complement occurs during the course of the normal shift sign-up. For example, a change may occur to a full time regular employee's shift from the last shift schedule due to the required employee complement being changed. This is to be expected during the course of normal shift sign-up and would therefore not require notice.

### (c) 12.03 Employee Option

Should an employee's position become a shift position, the employee will have the option to either:

1. accept the shift position, or
2. decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 7.09; the employee who has declined the shift position will continue to work regular days and hours, subject to departmental requirements, or will be treated in accordance with the provisions of Article 9.

### (d) 12.04 Shift Work Conditions

Except where otherwise specified, shift work employees will be subject to Article 11.01, 11.02, and 11.04. In addition, shift work employees will be subject to the following conditions:

For ABSBC:

Steve Anquet

For COPE 378:

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Date:

Feb 9/2016

## ABSBC BARGAINING PROPOSALS

### ~~(a) Working Hours~~

- ~~1. (i) The hours of work of all FTR and FTT shift employees shall be the equivalent of 35 hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the 35 hour week. An RWWL day will be earned in each of the 17 biweekly pay periods which do not contain a statutory holiday.~~
- ~~(ii) The hours of work for all PTR shift employees shall be in accordance with Article 1.06(b) and 12.05.~~
- ~~(iii) The hours of work for all casual employees who work shift work shall be in accordance with Article 1.06(d) and 12.05.~~

~~2.~~

### ~~(b) Work Day~~

~~Any consecutive 7.5 hours of work, exclusive of lunch period, in a 24 hour period.~~

1. Hours of operations: For the purpose of this article, the hours of operation for shift work shall be 24 hours per day.
2. Work Week: Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays. Except when moving from one shift schedule cycle to another, every effort will be made not to schedule 10 working days in a row.
3. Statutory Holidays: In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 12 days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.
4. Sign-Ups

A majority of any group of shift workers may elect to have a sign-up on a seniority basis to establish choice of shifts, location and days off. Periods of the sign-up shall be 12 weeks ~~51 weeks or 24 weeks~~ or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.

Seniority for shift sign-up shall be as defined in Article 6 or by criteria determined by a simple majority of the group concerned subject to approval by the Employer and the Union. Once established, seniority criteria may not be changed except by a two-thirds majority vote of the group concerned. The

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*Terre Choquet*

For COPE 378:

*[Signature]*

Date:

*Feb 9/2016*

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seniority list will be posted in conjunction with the sign-up. For all other purposes of this Agreement, seniority shall be established in Article 6.

Part-time regular shift sign-up period shall be for multiples of 2 weeks.

~~Full time employees will work shifts on a minimum of a three month cycle. Employees will be notified of their specific shifts no less than two weeks in advance by posting a shift schedule in the work area.~~

~~PTR employees will normally be scheduled their assigned number of hours in accordance with Article 1.06 (b) (2).~~

~~When developing an individual employee's shift schedule, the company will specify the start time for the first shift, then add the start time closest to the first shift's start time that is available in each of the remaining working days that week. Starting times of shifts for PTR employees will not be varied more than one hour on a day to day basis.~~

5. Sign Ups

~~Shifts shall be a minimum of three months in duration. All shift sign-ups for regular employees shall be bid by seniority. Each regular employee is encouraged to submit a standing request for preferred shift(s). If an employee is absent during the signup period, or does not have sufficient seniority to get any of the shifts on their standing application, their shift(s) will be scheduled by management. Up to date seniority lists shall be published and posted within four weeks of the end of each calendar quarter.~~

5. Shift Premiums


All time worked between 1800 and 0600 hours shall attract a 12% premium.

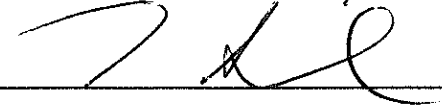
Premium Pay

~~Premium pay for shift workers as outlined in this Article, who are required to work on Sundays and statutory holidays, shall be paid at time and one half for those days.~~

Shift Premiums

~~For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows:~~

For ABSBC: 

For COPE 378:  Date: Feb 9/2010

## ABSBC BARGAINING PROPOSALS

- ~~1. Shift workers shall be paid a shift premium equal to 6.7% of the average hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to 10% of the average hourly rate shall be paid for all hours worked between 00:00 and 06:30.~~
- ~~2. Where less than a majority of the hours of a specific shift fall within the period of 00:00 and 08:00, the period from the start of the shift to 06:30 attracts the 10% premium and the period from 06:30 to 08:00 attracts the 6.7% premium.~~
- ~~3. Where a majority of the hours of a specific shift fall outside of the day shift, premium entitlement(s) shall apply to all hours.~~
- ~~4. Where a majority of the hours of a specific shift fall within the period 00:00 to 08:00, the portion of the shift between 00:00 and 06:30 attracts the 10% premium and the remainder of the shift attracts the 6.7% premium.~~
- ~~5. For the purposes of this Article, average hourly rate is calculated on the basis of the average monthly salary of all COPE 378 affiliated employees as at 1 April of each year, converted to hourly rate in accordance with the formula contained in Article 4.01.~~

### ~~Overtime Payments Shift Workers~~

- ~~1. All time worked in excess of the hours stated in (b) above shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and Statutory Holidays shall be paid at 200%.~~
- ~~2. Notwithstanding the provisions of Article 11.03(d), shift workers who work overtime between the start time of the scheduled shift and 8 hours prior to the start of the scheduled shift shall be paid at 200% of straight time rates for those hours.~~
- ~~3. Notwithstanding Article 12.04(h)1 and 12.04(h)2, all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to the employees conducting the training.~~

(e) ~~12.04(k) Notice of Relief~~

1. To provide relief coverage for unscheduled leaves of absence, the Employer will, where practical, request an employee on a 'seniority down' basis to temporarily change his/her shift. Where no employee voluntarily accepts such a shift change,

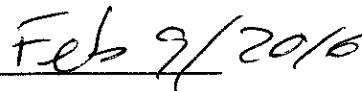
For ABSBC:



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Date:



## ABSBC BARGAINING PROPOSALS

the Employer will direct an employee to change his/her shift on a 'seniority up' basis. When shift employees' scheduled shifts are changed, 2 calendar days' notice will be provided. If less notice is given, up to the first 2 of the changed shifts, occurring consecutively, shall be a 200% of straight time rates as follows:

- (i) 48 hours' notice – no penalty;
- (ii) 24 hours' notice – 1 shift at 200% of straight time rates;
- (iii) Less than 24 hours' notice – 2 shifts at 200% of straight time rates.

- 2. Shift changes incurred by relief employees who are designated as such or shift changes agreed to between employees will not be subject to overtime penalties.

(f) ~~12.05~~ Call Centres

~~1. When extra hours which have not previously been scheduled become available, PTR employees will, where practical, be offered these extra hours on a 'seniority down' basis in advance of offering such hours of work to casual employees.~~

- 1. The parties agree that PTRs Part-Time Regular Employees in Call Centres can work for more than 30 hours per week provided that any hours beyond 30 are agreed to by PTRs on a voluntary basis or in fall within the circumstances outlined in Article 1.06(b)(2)(5) and are agreed to by Part-Time Regular Employees on a voluntary basis. PTRs Part-Time Regular Employees in Call Centres may work up to 37.5 hours per week at straight time rates, subject to the limits set out in Article 1.06.

~~3. This Article does not apply to job shares.~~

- 2. ~~11.05(Formerly MOU 73)~~ The Parties recognize that completing a customer call is part of the normal duties of the call center agent and is important in maintaining customer satisfaction.

Therefore, notwithstanding Article ~~11.05(a)~~ 11.02(e) of the Collective Agreement, the Parties agree on the following compensation to be paid to call center agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:

- i. The requirement to pay the minimum of ½ hour on each occasion is waived;
- ii. Overtime rates are paid by the minute on each occasion up to and including the 15<sup>th</sup> minute beyond their normal shift;

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**ABSBC BARGAINING PROPOSALS**

- iii. If the employee works more than 15 minutes and up to 30 minutes beyond their normal shift, they will be paid the required minimum ½ hour at overtime rates; and
- iv. All time so worked shall be calculated and paid each pay period.

11.04 Time Banks

(a) Time off Banks (Refer to MOU #50)

- 1. Banked RWWL days, banked overtime, and unused ~~AV~~ annual vacation from previous years' entitlement shall be maintained in ~~a single~~ separate time off banks.
- 2. ~~Time may be banked without limit.~~ Banked Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor, and is subject to essential departmental requirements. Such agreement will not be unreasonably withheld by the Employer.
- 3. Subject to paragraphs (b), (c) and (d) below, the previous years' time off banks may only be paid out in cash due to exceptional circumstances upon application by the employee when approved by a senior manager, or upon termination. In such cases, the time bank shall be withdrawn at the employee's base rate in effect on the day prior to payout.
- 4. An employee on a recall list may access the cash pay-out under ~~Clause paragraph 11.08(e)~~ 11.04(a)(3) at the time he/she is placed on the recall list and at 8 month intervals thereafter.

(b) Overtime Banking

Employees may bank up to 100% of monies earned for working overtime in an Overtime Bank. Overtime shall be credited to the bank in hours. Banked overtime may subsequently be taken as time off in lieu of wages or paid out. Scheduling of time off in lieu is to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to August 31 in the year following the calendar year in which it is earned shall be paid out.

An employee's Overtime Bank will be paid out upon a change to eCasual status by that employee.

(c) RWWL Bank

For ABSBC:

Pierre Choquette

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[Signature]

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- (i) Where an employee's allotment of RWWL days is 17, the RWWL bank will not exceed 17 days. The employer must make every effort to schedule the employee's RWWL days in accordance with this agreement so as to not add to the time bank.
- (ii) Employees who have a bank of RWWL days in excess of 17 days at the time this provision comes into effect shall not be required to use or get such time paid out. However, such employees shall not be entitled to bank further RWWL days.
- (iii) For days in excess of each of (i) and (ii) above, the employee can select to have the excess RWWL days:
  - (A) cashed out at the discretion of the employee;
  - (B) taken at a date mutually agreeable to the employee and the Employer; or
  - (C) if not cashed out and a mutually agreeable date cannot be found, scheduled at the discretion of the Employer.

(d) Vacation Bank

- (i) The Employer must make every effort to schedule the employee's vacation days in accordance with this Agreement. Employees who do not schedule their vacation at the allotted time shall have their vacation scheduled as set out in this Article.
- (ii) Employees with less than five years of service will not be permitted to bank vacation.
- (iii) 14.07 Employees with five or more years of service will be permitted to bank up to 5 days of vacation per year up to their total annual allotment, and take it in the following year or later.
- (iv) Employees who have a vacation bank in excess of their annual allotment at the time this provision comes into effect shall not be required to use or get such time paid out. However, such employees shall not be entitled to bank further vacation days until their bank is under their total annual allotment.
- (v) With the exception of the vacation time employees are permitted to bank in (iii) and (iv) above, where the employee does not schedule all of their vacation in the initial offering, the Employer will provide another opportunity for the employee to select their vacation time, taking into account operational requirements, the

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Date:

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employee's preferred vacation dates and the vacation dates available in consideration of other employees' vacation requests and seniority. Should the employee still not schedule their remaining vacation time, such time will be scheduled at the Employer's discretion.

r ABSBC:

Patricia Choquet

For COPE 378:

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Date:

Feb 9/2016



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK15	11.03	<i>Amend 11.03</i>	

### 11.03 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates.
- (d) All overtime worked between the hours of 00:00 and his/her normal starting time shall be paid for at 200% of straight-time rates.
- (e) Notwithstanding the provisions of Clause 11.03(i), a call-out occurring within a period of 4 hours prior to the commencement of the employee's regular working day or shift will nevertheless require the employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.
- (f) Where an employee is required to work less than 2 hours beyond his/her regular shift, a one-half hour unpaid meal period will be allowed.
- (g) An employee will be paid for a one-half hour meal period at the prevailing overtime rates, and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred:
  1. where the actual time worked, exclusive of any meal period, is 2 hours or longer before or after the regular day or shift;
  2. where an employee is called in and works 4 hours overtime;
  3. where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



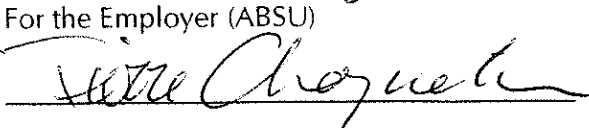
# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

- 4. where an employee misses a paid meal period to which the employee is entitled, he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (h) Where work is pre-scheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Employer will not be required to provide lunch or pay for meal time if taken.
- (i) An employee who has worked overtime shall return to work after 8 hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work the employee shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if his/her overtime finished at or before 8 hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her 8 hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (j) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
  - 1. Provided that normal means of transportation is not available.
  - 2. Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
  - 3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her supervisor during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

E&OE  
 Signed off this 8 day of July 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  




**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
HK16	11.05	Amend 11.05	

**11.05 Minimum Paid Periods**

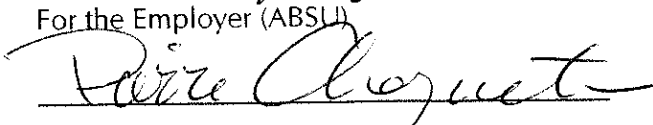
- (a) If an employee is required to remain at the work place to work overtime, the employee will be paid for a minimum of one-half hour at applicable overtime rates. Time worked beyond the first one-half hour of overtime will be recorded to the next higher quarter hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if the employee is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off (e.g. RWWL day) will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.
- (b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time the employee leaves his/her residence. One-half hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provisions will not apply.
- (c) (Formerly MOU 73) The Parties recognize that completing a customer call is part of the normal duties of the call center agent and is important in maintaining customer satisfaction.

Therefore, notwithstanding Article 11.05(a) of the Collective Agreement, the Parties agree on the following compensation to be paid to call center agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:

1. The requirement to pay the minimum of ½ hour on each occasion is waived;
2. Overtime rates are paid by the minute on each occasion up to and including the 15<sup>th</sup> minute beyond their normal shift;

E&OE  
 Signed off this 8 day of July 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  




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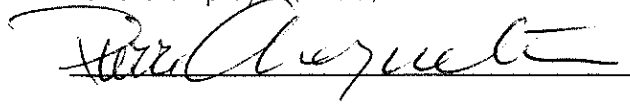
## Union U-Item Proposals

3. If the employee works more than 15 minutes and up to 30 minutes beyond their normal shift, they will be paid the required minimum ½ hour at overtime rates; and
4. All time so worked shall be calculated and paid each pay period.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  




# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U32	14.06	Amend 14.06	

### 14.06 Vacation Selection and Broken Vacations

- (a) Vacations may be taken in broken periods but normally at least 2 weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only 1 vacation period shall be selected by seniority until all employees in the signing group have selected 1 period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.
- (b) An employee shall sign up for vacation within their regular signing group by seniority except that:
  1. An employee who has temporary assignment in an area outside of the employee's regular signing group prior to vacation sign-up and where the employee selection is during the period of such temporary assignment, the employee shall select their vacation periods in order of seniority within the signing group in the area of the temporary assignment.
  2. An employee whose vacation period has already been selected and approved within a signing group shall continue to receive their selected vacation period if they are subsequently directed by management to work outside of the signing group.
  3. Where the employee has bid into a temporary assignment outside of their signing group or has otherwise voluntarily taken a temporary assignment outside of their signing group, the manager will make reasonable efforts to accommodate the employee's selected vacation period having regard to operational needs.
- (c) Once an employee has signed up for a vacation period, the Employer shall not cancel or vary such vacation period except with the consent of the employee, subject to Article 1.04(a).

E&OE

Signed off this 28 day of July 2015

For the Union (COPE Local 378)

For the Employer (ABSU)





**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		February 9 2016	
U61	14.07	<i>Amend (moved to 11.04(d)(iii))</i>	

**14.07 Banking Vacations**

Employees with 5 or more years of service will be permitted to bank ~~up to 5 days of~~ vacation and take it in the following year or later vacation in accordance with Article 11.04(d).

E&OE  
 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



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## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U33	14.10	Amend 14.10	

### 14.10 Relieving on Higher-Grouped Job

If an employee relieving on a higher-grouped job at the time the employee goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is ~~both preceded and followed~~ by working time on the higher job and if there is a minimum of 20 working days at the relief level. However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, the employee shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

E&OE

Signed off this 13<sup>th</sup> day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK19	14.11	Amend 14.11	

### 14.11 Proration of Annual Vacation Entitlement

- (a) Absences due to ~~A.V.~~ Annual Vacation, Time Off Bank, WorkSafeBC, RWWL and pregnancy/parental leave will not reduce subsequent vacation entitlements.
- (b) Absences due to sick leave and long term disability: in any case, where an accumulation of such absences exceed 6 calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by one-sixth for each full month of absence in excess of 6 months.
- (c) Absences other than in (a) and (b) above: where an accumulation of such absences exceed 3 calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth for each full month of absence in excess of 3 months.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK20	14.12	Amend 14.12	

### 14.12 Leave of Absence

- (a) Employees who have completed 3 or more years of service with the Employer may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence. Except in emergency situations, the employee is to provide at least 1 month's notice to the Employer of intention to take such leave of absence.
- (b) Employees who have completed 5 or more years of service with the Employer shall receive, on request, up to 5 scheduled working days off a year without pay to be taken in unbroken sequence.
- (c) In addition to the provision of paragraph (b) above, and subject to departmental requirements, employees who have completed 10 or more years of service with the Employer shall receive, on request, up to 5 extra scheduled working days off a year without pay to be taken in unbroken sequence.
- (d) Leave of absence with pay shall be granted for the following in accordance with conditions outlined in BC Hydro Corporate Policy Statement 09.4.02 dated 01 June 1993. In the event the Employer modifies this policy, it is agreed that the conditions which apply to COPE 378 affiliated employees will not be diminished during the term of the current Agreement.
  1. Canadian Armed Forces (Reserve) Training;
  2. Jury Duty/Subpoenaed Witness Duty (except where the employee is involved as a plaintiff or a defendant);
  3. Conscription to Fight Forest Fires;
  4. Voluntary Rescue and Emergency Work;
  5. Leave for Legitimate Personal Reasons;
  6. Leave for Municipal Council or School Board Meetings; and
  7. Leave for Interprovincial and International Sports Events.
- (e) The Employer shall grant, on written request, leave of absence without pay:
  1. for Employees to seek election in Municipal, Provincial, or Federal election for a maximum period of 90 days;

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



## COPE LOCAL 378 / ABSU PROPOSALS 2015

### Union U-Item Proposals

2. for Employees elected to a public office for a maximum period of 5 years. This time period may be extended by mutual agreement between the Employer and the Union. sSuch extensions shall not be unreasonably denied by either Party.
- (f) Once an Employee has commenced an approved leave of absence under Article 14.12 through Article 14.19 inclusive, such Employee shall not be called back to work by the Employer without the consent of the Employee. If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.
- (g) Upon completion of any leave of absence granted pursuant to this Article, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave provided the job still exists. If the job no longer exists, a regular Employee shall be subject to displacement or layoff in accordance with Article 9.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]

## ABSBC BARGAINING PROPOSALS

**Title:** Vacations and Leaves of Absence – Leaves of Absence

**Brief Explanation of Change:**

- Include Employer approval; remove references to BC Hydro and amend to include restrictions as per BCH policy.

**Proposal:**

**14.12 Leave of Absence**

**Subject to Employer approval:**

(a) Employees who have completed 3 or more years of service with the Employer may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence. Except in emergency situations, the employee is to provide at least 1 month's notice to the Employer of intention to take such leave of absence.

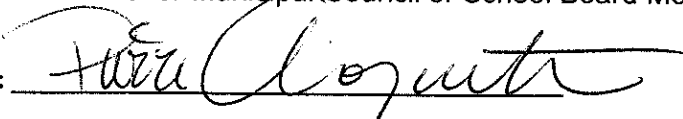
(b) Employees who have completed 5 or more years of service with the Employer shall receive on request up to 5 scheduled working days a year without pay to be taken in unbroken sequence.

(c) In addition to the provision of paragraph (b) above, and subject to departmental requirements, employees who have completed 10 or more years of service with the Employer shall receive on request up to 5 extra scheduled working days a year without pay to be taken in unbroken sequence.

(d) The following leaves of absence are subject to a balanced consideration of both the needs of the employee and operational requirements. Subject to required documentation, leave of absence with pay with the noted restrictions shall be granted for the following: in accordance with conditions outlined in BC Hydro Corporate Policy Statement 09.4.02 dated 01 June 1993. In the event the Employer modifies this policy, it is agreed that the conditions which apply to COPE 378 affiliated employees will not be diminished during the term of the current Agreement.

1. Canadian Armed Forces (Reserve) Training to a maximum of 5 days per year;
2. Jury Duty/Subpoenaed Witness Duty (except where the employee is involved as a plaintiff or a defendant);
3. Conscription to Fight Forest Fires;
4. Voluntary Rescue and Emergency Work such as volunteer fire fighting, and volunteering for groups such as auxiliary police forces and ambulance drivers, registered with the Provincial Emergency Program;
5. Leave for Legitimate Personal Reasons. Up to 3 days may be granted where a serious emergency/illness arises in the employee's immediate family or if the employee is a potential life supporting donor;
6. Leave for Municipal Council or School Board Meetings. If the Employee is an elected

For ABSBC:



For COPE 378:



Date:

Feb 12 / 2016

ABSBC BARGAINING PROPOSALS

official, the Employer will pay 50% for time off the job to a maximum of 75 paid hours per year; and

7. Leave for Interprovincial and International Sports Events. Where employees participate as official representatives of the Province of British Columbia or Canada, the Employer will contribute 2 days with pay for every 1 day contributed by the Employee, limited to 10 days paid by the Employer.

An Employee granted leave for the purposes as described in 1 – 3 above must remit to the Employer any remuneration received for work performed during the Employee's regularly scheduled hours.

- (e) The Employer shall grant, on written request, leave of absence without pay:

1. for Employees to seek election in Municipal, Provincial, or Federal election for a maximum period of 90 days;

2. for Employees elected to a public office for a maximum period of 5 years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

(f) Once an Employee has commenced an approved leave of absence under Article 14.12 through Article 14.19 inclusive, such Employee shall not be called back to work by the Employer, without the consent of the Employee. If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

(g) Upon completion of any leave of absence granted pursuant to this Article, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave provided the job still exists. If the job no longer exists, a regular Employee shall be subject to displacement or layoff in accordance with Article 9.

For ABSBC:



For COPE 378:



Date:

Feb 12/2016



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U34	14.13	Amend 14.13	

### 14.13 Pregnancy Leave

- (a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of no less than 17 consecutive weeks in accordance with the Employment Standards Act.
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and sent to the Employer's Director of Health and Safety ~~as soon as the condition is known.~~
- (c) Employees will notify the Employer at least 3 weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than 2 weeks prior to the date she originally wished to commence her leave of absence. Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits. The granting of sick leave provisions in such cases must be medically supported ~~and approved by the Employer's Manager of Health Services.~~

If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using her sick leave entitlement.

There will be no payment of sick leave provisions during the pregnancy leave period.

- (d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the 6 week period following the date of delivery unless the employee requests a shorter period.
- (e) The request to return prior to 6 weeks following the date of delivery must be given in writing to the Employer at least 1 week before the date the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

E&OE

Signed off this 12 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)





**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

- (f) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the pregnancy leave.
- (g) When an employee on pregnancy and/or parental leave fails to notify the Employer of her desire to return to work in accordance with (f) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
  - 1. promotion of another employee from within the department or;
  - 2. changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (h) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.
- (i) Employees on pregnancy leave are eligible for a "top-up" of their EI (Employment Insurance) benefits payment on the same basis as the top-up policy applicable to EMP employees.

**[Top-up benefits effective date of signing to be included in Supplementary Information of collective agreement, as well as where to find up-to-date version of top-up benefits.]**

E&OE  
Signed off this 12 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U35	14.17	Amend 14.17	

### 14.17 Bereavement Leave

Leave of absence with pay not exceeding 3 days shall be granted an employee in the event of a death in the immediate family. Immediate family shall include: spouse, common-law spouse, children or foster children, parents, step parents or foster parents, siblings, grandparents, grandchildren, ~~and~~ parents-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides. Additional leave with pay in excess of 3 days is subject to the approval of the ~~E~~employee's ~~M~~anager. ~~s~~Such approval shall not be unreasonably denied.

E&OE  
Signed off this 13<sup>th</sup> day of July 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U36	14.18	Amend 14.18	

### 14.18 Family Leave

In accordance with Section 52 of the Employment Standards Act, leave of absence without pay for up to 5 days, which may be taken in broken periods, shall be granted to an employee during each calendar year to meet responsibilities related to the care, health or education of a child in the employee's care; or the care or health of any other member of the employee's immediate family. Immediate family shall be defined as per Article 14.17.

- (a) Any unpaid leave taken on one day will reduce the 5 days available by 1 full day.
- (b) Employees are to give as much notice as possible to allow the Employer to accommodate their absence.
- (c) Additional leave without pay in excess of 5 days is subject to the approval of the Employee's manager. Such approval shall not be unreasonably denied.
- ~~(d) In the event Section 52 of the Employment Standards Act becomes null and void, Article 14.18 will be deemed null and void.~~

E&OE  
Signed off this 13th day of July 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U37	14.19	<i>Amend and New 14.19(b)</i>	

### 14.19 Elderly Parent Care Leave

- (a) In the case of serious illness or hospitalization of an elderly parent, step parent, foster parent, parent-in-law, step parent-in-law or foster parent-in-law of the employee, when no one other than the employee can provide for the needs of the parent, and after notifying his/her supervisor, the employee will be provided with a one day leave of absence with pay per calendar year.
- (b) Additional leave without pay is subject to the approval of the employee's manager. Such approval shall not be unreasonably denied.

E&OE  
Signed off this 13th day of July 2015

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]

**ABSBC BARGAINING PROPOSALS**

**Title:** Intermittent Sick Leave, Short Term Disability and Long Term Disability

**Article:** 15.00 *NEW Preamble*

**Proposal:**

**Preamble** (adapted from former MOU #6 Re. Sick Leave Control)

The Parties have discussed ABSBC's assertion that the sick leave of employees covered by our Agreement is being abused by some. The Union was asked to consider ways in which it can assist ABSBC in controlling any abuse of sick leave.

The Union's and the Employer's basic position is that employees should be permitted to take sick leave if and when they are suffering from illnesses. The Union and the Employer would not encourage any action which would persuade employees to come to work when they suffer from illnesses which, for their good and for the good of others working near them, should require them to be absent from work.

However, the Union does not and will not condone the abuse of sick leave by any of its members. To this end the Union has already agreed to certain changes to the Agreement which were requested by ABSBC. In addition the Union would agree that ABSBC should inform employees by means of bulletins of the need for using sick leave only when they are genuinely sick, and further, that a permanent bulletin to this effect could be placed on bulletin boards throughout the ABSBC system. The Union would also undertake to counsel members who apparently are taking above-average absences because of sickness.

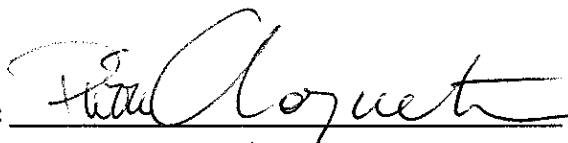
The Union commits to work with ABSBC to investigate and identify systemic issues that may cause inappropriate and excessive use of sick leave by some individuals. To that end the Union commits to work with ABSBC and identified individuals to deter abuse of sick leave and bring sick leave usage into line with Company averages.

The Union knows that abuse of sick leave and the taking of sick leave when there is no legitimate illness is contrary to the stated goals of the employer and the philosophy of the Union.

Upon ratification of the agreement the Union will immediately appoint a full-time COPE staff Union Representative to work with ABSBC on this issue that is a paramount concern to the Parties.

If sick leave benefits have been paid under this article and the sick leave is later found to be unsubstantiated, the payment may be ceased and/or recovered by the Employer under the terms of MOU #5.

For ABSBC:



For COPE 378:



Date:

APRIL 26, 2016



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 14, 2015</b>	<b>Time:</b>
U57	Art 15.03	<i>amend</i>	

**ARTICLE 15: SICK LEAVE AND LONG TERM DISABILITY (Refer to MOU #39)**

**15.03 Current Sick Leave Allowances**

- (a) All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such injury or illness is covered and compensated by Worker's Compensation Board payments. Eligible employees are provided with sick leave at full pay for a total of 105 calendar days off within a continuous 26 week period, after which they qualify for benefits under the long term disability plan. The employee shall report or cause to have reported to his/her supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.
- (b) Full time temporary employees will not be granted paid sick leave during the first 3 months of service, but at the end of 3 continuous months of service will become entitled to sick leave and long term disability benefits as outlined above.
- ~~(c) Vacation relief employees will not be granted paid sick leave during the first 4 months of service, but at the end of 4 continuous months of service will become entitled to sick leave and long term disability benefits as outlined above.~~
- (d) An employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees and reasonable costs and disbursements attributable to that portion of the settlement or damages representing lost wages, but not more than those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

E&OE

Signed off this 15 day of October 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK22	Art 15.04	<i>Add new 15.04 and renumber remaining</i>	

### 15.04 Sick Pay Calculation for Part-Time Regular Employees

- (1) Where a Part-Time Regular Employee is absent for fewer than 5 consecutive working days, the employee shall be paid sick leave for the hours that they were previously scheduled to work during this time.
- (a) An employee who leaves work early as the result of an illness shall have the remainder of their scheduled hours for that day coded and paid as sick leave. Scheduled hours will not include scheduled overtime.
- (2) Where an employee is absent for 5 or more consecutive working days, the employee shall be paid sick leave at the prorated rate as set out in this Article.
- (a) The prorated rate shall be determined by taking the total regular hours worked, and sick leave taken in the 10 calendar weeks prior to the week in which the absence began and dividing those hours by 50 to determine a daily average. The 50 is to represent the number of working days in a 10 week period.
- (b) Should the employee have had an absence other than sick leave in the preceding 10 weeks, the Employer shall credit the employee with the number of hours with the number of hours they would have been scheduled to work on that day.
- (i) For Statutory Holidays only, the Employer will credit the employee with 7.5 hours of worked time.
- (c) The daily average shall be rounded to the nearest one-hundredth to be applied to each working day the employee is absent from the workplace due to illness.
- (3) As it may be unknown if an employee shall reach the threshold for proration prior to the deadline to submit hours to payroll, where an employee should have had their hours prorated and they were not, the Employer shall make appropriate payroll adjustments in the subsequent pay period.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

- (4) Notwithstanding subsection 1 above, where an employee elects to sign up for a "same day" shift extension and the employee leaves early as the result of an illness, the employee will not be paid for the shift extension.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)



For the Employer (ABSU)







**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 12, 2016	<b>Time:</b> 3:30 p.m.
U39	15.05	<i>Renumber and amend</i>	

15.0506 Long Term Disability Benefits

- (a) Sick Leave Supplement to Long Term Disability Benefits: An employee may use available time in non-recurring sick leave banks as outlined above to supplement long term disability benefits.
- (b) Advance Payments of Long Term Disability Benefits: the Employer will advance Long Term Disability payments equal to 66 2/3% of basic pay on regular pay days during the first month of a claim, or longer, in the event of a delay in the claim being processed, where such delay is attributable to the Employer. These advances shall be refunded to the Employer by the employee:
  - 1. ~~at the conclusion of his/her illness~~ Upon payment of a lump sum for the disability claim by the Long Term Disability benefit provider, or as soon as reasonably possible thereafter;
  - 2. earlier, at the employee's option; or
  - 3. notwithstanding (1) and (2) above, immediately upon receipt of any lump sum payment from the Employer (e.g. STIP, payout of time banks, last pay) after the advance has occurred.
- (c) Return to Work from Long Term Disability: An employee in receipt of long term disability benefits shall not re-establish eligibility for sick leave until such time as they have returned to their pre-injury or illness hours of work. An employee participating in a rehabilitative or trial return-to-work who is unsuccessful in this effort shall, subject to the terms of the plan, continue to receive long term disability benefits until such time as they are able to return to their pre-injury or illness hours of work.
- (d) The total of the long term disability benefit and the supplement (after taxes) will not exceed the employee's normal net straight-time earnings.

E&OE  
Signed off this 12<sup>th</sup> day of April 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: April 25, 2016	Time:
U38	Art 15.07	<i>15.07 – Renumber to 15.08 and amend. Incorporates changes from Employer's April 25, 2016 counter proposal</i>	

**15.07 08 Medical Certificate Requirement**

(a) Medical Examination

1. If an absence due to sickness exceeds 5 working days, a medical certificate may be required by the Employer. Employees involved in frequent short term absences (more than four during each 1 Jan to 31 Dec period) may be required to undergo a medical examination by their own doctor. The employee shall arrange that his/her doctor furnish a report of the examination results to the Employer.
  
2. If an absence due to sickness exceeds 30 continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination be conducted prior to the employee's return to work.

(b) Purpose of Medical Information

Requests for medical information and substantiation shall be limited in to the purpose for which the request is being made.

(~~b~~)(c) Confidentiality of Medical Information

Any representatives of the Employer or the Union who have access to medical information pertaining to an employee shall maintain that information in strict confidence and use it only for the purpose for which it was collected, unless ordered to divulge any of such information by a court or other legal authority of competent jurisdiction acting properly under the law.

(~~e~~)(d) Costs Borne by Employer

E&OE  
 Signed off this 25 day of April 2016

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

All costs for obtaining any medical certificate, examination, or doctor's report under this ~~clause 15.07~~ Article, or otherwise requested by the Employer, shall be borne by the Employer.

E&OE  
Signed off this 25 day of April 2016

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: October 15, 2015 • <i>Employer counter proposal: November 2, 2015</i>	Time:
U42	Art 16.04	Amend 16.04	

### 16.04 Safety Shoes

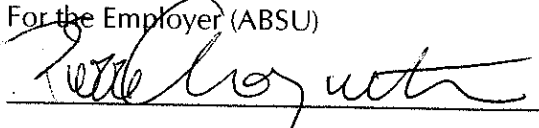
- (a) ~~When~~ For employees who are engaged in work situations in which hazards make appropriate the wearing of safety footwear, the Employer ~~will provide and repair appropriate safety footwear on a 50-50 cost sharing basis with each affected employee~~ shall, over a 12-month period and on presentation of a cash receipt, reimburse employees up to \$225.00 (including taxes) for the cost of the purchase of one pair of safety footwear and the repair of such footwear.
- (b) For clarity, safety shoes purchased by employees pursuant to this Article are excluded from the provisions of 18.05.

E&OE  
Signed off this 3<sup>rd</sup> day of November 2015

For the Union (COPE Local 378)



For the Employer (ABSU)





**COPE LOCAL 378 / ABSU PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 9 2016	<b>Time:</b>
HK24	Art 17	<i>Delete and renumber subsequent Articles</i>	

**~~ARTICLE 17: TEA AND COFFEE SERVICE REST BREAKS~~**

**~~17.01~~**

- ~~(a) The Employer agrees to supply beverages at an economic price at each employee's work place.~~
  
- ~~(b) Two paid rest breaks not exceeding of 15 minutes each, during which work may cease, will be provided to employees who work more than six hours in a day. Employees who work six hours a day or less will be entitled to one paid 15 minute rest break. Employees are not to leave their immediate work area unless otherwise agreed by the supervisor. Rest breaks cannot be accumulated and taken off at a later date and shall not be scheduled within 45 minutes of a lunch break or the end of a shift, except in exceptional circumstances.~~

E&OE  
Signed off this 9 day of February 20 16

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK25	Art 18.01	Amend 18.01	

### 18.01 Working Practices

- (a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- (b) Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.
- (c) No employee shall undertake any work which the employee deems to be unsafe. Such incidents must be immediately ~~reports~~ reported, and investigated by the local management in consultation with the local Occupational ~~H~~Health and Safety Committee. Issues related to extreme temperature conditions shall be referred to the Occupational Health and Safety Committee for evaluation under the ABSBC Heat Stress and Cold Stress plans.
- (d) No employee shall be subject to discipline for refusing work because of unsafe conditions, or conditions the employee has reasonable cause to believe to be unsafe, as per the ~~Worker's Compensation Board~~ WorkSafe B.C. Health and Safety Regulations.

E&OE

Signed off this 28 day of July 20 15

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
HK26	18.05	<i>Renumber sub-paragraphs</i>	

**18.05 Safety Equipment and Protective Clothing**

- (a) Safety equipment and protective clothing required by the Employer and the Workers' Compensation Board, shall be provided by the Employer at no cost to the Employee. Such items shall be maintained in a state of good repair by the Employer, or otherwise replaced, at the expense of the Employer.
- (b) Safety equipment and protective clothing issued by the Employer to any Employee shall remain the property of the Employer and shall be returned to the Employer upon request or upon termination of the Employee.
- ~~(a)~~(c) Any dispute concerning safety equipment and protective clothing to be provided or paid for by the Employer shall be subject to resolution in accordance with Clause 18.03(d) above.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

*[Signature]*

For the Employer (ABSU)

*[Signature]*



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U43	Art 19.02	Amend 19.02	

### 19.02 Employee Personnel Files

- (a) Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

No letter of reprimand shall be entered in an employee's file without the employee's knowledge.

Letters or details related to complaints, reprimands or discipline involving an employee which are more than 3 2 years old shall not be considered in any assessment of the employee's record and shall ~~thereafter be~~ be removed at the request of the employee from the employee's personnel file by the Employer, provided there has not been further infraction.

- (b) A Letter of Expectation:
- (1) Is a non-disciplinary measure used by the Employer to communicate workplace expectations to employees. It may be in the form of a written letter or an email.
  - (2) Communicates workplace standards and expectations, and is management right, as such, a Letter of Expectations will not be grieved.
  - (3) It is not considered discipline.
  - (4) The Employer may refer to one or more Letter(s) of Expectations when administering discipline.
- (c) "Further Infraction":

E&OE  
Signed off this 27 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)





## COPE LOCAL 378 / ABSU PROPOSALS 2015

### Union U-Item Proposals

- (1) Referred to in 19.02(a) is considered a formal disciplinary measure recognized by the Parties including a discipline letter, suspension or termination.
  - (2) In the context of 19.02(a) applies to related disciplinary matters. Where an employee receives a "further infraction" as described herein, this will have the effect of extending the period (~~3~~2 years) for the removal of the documentation as it applies to related disciplinary matters.
  - (3) Letter of Expectations will not be considered further infractions for the purposes of 19.02(a)
- (d) As a summary and for added clarity:
- (1) Letters of Expectations are not disciplinary;
  - (2) Letters of Expectations are generally not considered "further infraction" for the purpose of the sunset clause in 19.02;
  - (3) Further infraction applies to related disciplinary matters.

E&OE

Signed off this 27 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U45	Art 19.04	Amend 19.04	

### 19.04 Union Representation

An employee who is subject to discipline, discharge or termination must have at least one Union representative present at all times to act on his/her behalf. The employee shall be advised by the Employer of this right prior to proceeding with ~~the~~ any disciplinary meeting or with any investigatory meeting which may result in discipline being imposed on the employee.

E&OE

Signed off this 27 day of July 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
HK27	Art 20.02	Amend 20.02	

**20.02 Financial Support for Training**

- (a) Employees may apply for financial assistance to undertake a course of training and development. The degree of financial assistance provided by the Employer will depend upon the circumstances involved.
- (b) In general, the Employer will provide for 2 categories of financial aid as follows:
  - 1. Full cost of training borne by the Employer;
  - 2. Partial cost of training borne by the Employer;
- (c) The Employer will be responsible for establishing the category under which application for financial assistance shall be made and will act reasonably in this regard.
- (d) Cases Where Full Cost of Training is Borne by the Employer

The Employer will provide financial support for skills training related to the current job when it is instigated by the ~~line~~ employee's manager or as may be otherwise agreed to by the Union and the Employer.

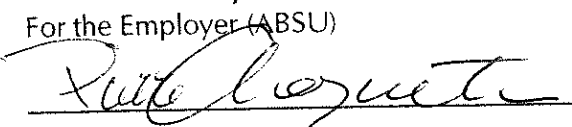
- (e) Cases Where Partial cost of Training is Borne by the Employer

The Employer may agree to pay partial costs of training (50-100%) in cases where management agrees that additional training would be helpful to the individual's present performance, or desirable in preparation for possible advancement within the employee's particular field of work where it aligns with business requirements and budgetary availability. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Employer's discretion, consideration for assistance may be given only to 1 or more units of a course, and not necessarily to a course in its entirety.

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)  


For the Employer (ABSU)  




# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

(f) Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Company or where the training is outside of the Employer's business.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

[Signature]

For the Employer (ABSU)

[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U48	Art 25.01	<i>Amend 25.01</i>	

### 25.01

Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to ~~\$25~~ \$50 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this Article.

E&OE  
Signed off this 15<sup>th</sup> day of October 20 15

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK29	Art 26	Amend Article 26	

### ARTICLE 26: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

(Also refer to ~~MOU #31~~, MOU #74 and Art. 3.15)

#### 26.01

The Employer agrees to continue ABSBC's Employee and Family Assistance Program (EFAP) which is available to employees, their spouses, and dependent family members. The program offers professional and confidential assistance and support through problem identification, assessment, referral and treatment.

#### 26.02

This Employer-funded, confidential, assessment/referral service will be monitored by a Joint EFAP Committee who shall be responsible for making recommendations on how to improve the operation of the Employee and Family Assistance Program. The Joint EFAP Committee shall consist of one representative from the Employer and the Union with each Party selecting its representatives subject to its sole discretion. It is understood that other employee groups may provide representation on the committee.

#### 26.03

The Employer will consult with the Committee regarding the selection of local providers of EFAP services. The Employer will not select local providers to which the Committee has reasonable objections.

E&OE

Signed off this 8 day of July 2015

For the Union (COPE Local 378)

For the Employer (ABSU)



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U49	Art 28.01	April 27 2016 2016	
		<i>Amend Article 28.01</i>	

### 28.01

(a) Duration

This Agreement shall be binding and remain in full force for the period from and including September 1, ~~2013~~ 2015 to and including August 31, ~~2015~~ 2020.

(b) Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

(c) Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

(d) Exclusion of Operations: Section 50(2) and 50(3) L.R.C. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

(e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

(f) WHEREVER the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.

E&OE  
Signed off this 27 day of April 2016

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]

ABSBC BARGAINING PROPOSALS

Title: Selection of Tempworks Assignments

Article: MOU #2 NEW

Proposal:

**MEMORANDUM OF UNDERSTANDING (MOU) #2 -**

**RE: SELECTION OF TEMPWORKS ASSIGNMENTS**

**Between Accenture Business Services for Utilities of BC  
And Canadian Office and Professional Employees Union, Local 378**

Whereas:

1. Tempworks is an operation of ABSBC which establishes and administers a group of bargaining unit employees used to meet emergent staffing needs of both ABSBC and its clients; and
2. ABSBC and COPE 378 (collectively, "the Parties") desire greater stability and certainty in the duration of Tempworks assignments;

The Parties therefore agree as follows:

3. All Tempworks employees not on an assignment, or on an assignment expected to be less than eight (8) weeks in duration, shall be considered to be a Casual Employee under Article 1.06(d) of the collective agreement.
4. All Tempworks employees who are placed on an assignment expected to be eight (8) weeks or greater in duration, shall be considered to be a Full-Time Temporary Employee ("FTT") under Article 1.06(c) of the collective agreement.
5. Where an assignment is expected to be six (6) months or greater in duration, or is an assignment with a shorter expected duration that is extended so as to be six (6) months or greater in duration, such assignment is to be posted and selected according to the process set out in Article 7.10 of the collective agreement.
6. Posted assignments will be open to Tempworks employees who:
  - a) are not currently on another assignment;

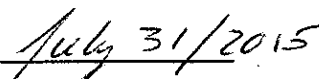
For ABSBC:



For COPE 378:



Date:





**ABSBC BARGAINING PROPOSALS**

- b) are on an assignment expected to end within fifteen (15) calendar days of the start date of a posted assignment; or
  - c) obtain the approval of ABSBC management to apply to a posted assignment.
7. Where an assignment which has not been previously posted is extended so as to be six (6) months or greater in duration, preference shall be given to the employee incumbent in that assignment.
8. The Parties agree that nothing in this Memorandum of Understanding precludes Tempworks employees on assignment from applying for and being considered for ABSBC roles outside of Tempworks.
9. The Parties agree that once a Tempworks assignment is filled, ABSBC will have fifteen (15) calendar days to assess if the employee in question meets the requirements of the assignment and provide written notification to the employee if they do not meet the requirements. Should ABSBC deem that the employee does not meet the requirements of the assignment, that employee's assignment will end and the employee will return to the Tempworks pool to await another assignment.
10. Should a Tempworks employee become a Full Time Regular ("FTR") Employee as per Article 1.06(c)11, and should their assignment subsequently end, the Parties agree that the following process will be followed:
- a) The Employee will continue to be employed in Tempworks and will continue to be eligible to fill available temporary positions as they arise and in accordance with Tempworks normal processes and practices subject to the following conditions:
    - i. The Employee will retain all rights and entitlements of a full-time regular employee except as otherwise modified herein.
    - ii. Upon the completion of an assignment, the Employee will remain in the Tempworks pool and will continue to be considered for further Tempworks assignments.
    - iii. In between assignments, the Employee will have the option to use their accrued vacation, personal days and/or time off banks until such time off bank is exhausted.
    - iv. Once the time off bank is exhausted, if no current or banked time off is available, or if the Employee has opted not to use accrued vacation or time off banks, the Employee will then be placed on a leave of absence without pay for a period of not more than ninety (90) calendar days.
  - b) Article 10.07(a) will apply to the Employee during the ninety (90) day leave without pay period.

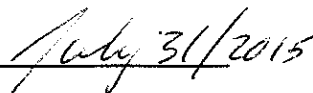
For ABSBC:



For COPE 378:



Date:



**ABSBC BARGAINING PROPOSALS**

- c) If the Employer is unsuccessful in placing the Employee in a new Tempworks assignment by the expiry of the ninety (90) day leave without pay period referred to in paragraph 10(a)iii, the Employee will be displaced due to lack of work in accordance with Article 9.
- d) In the event that the Employee is displaced pursuant to paragraph 10(c), above, the parties agree that Article 9.02 – Notice of Displacement/Layoff – Regular Employees will not apply.

11. When a Tempworks employee becomes a Full Time Regular (“FTR”) Employee as per Article 1.06(c)11:

- a) The Employee will be made aware of the process laid out in Section 10 above shortly after they become FTR, and;
- b) The Employee and the Union will be informed of the termination of the assignment as early as practically possible after the Employer is made aware of the termination of that assignment, and Section 10 above will be applied.

12. This Memorandum of Understanding is in addition to, not in replacement of, MOU #1 and, as such, the time limits in MOU #2 will be deemed to start after the expiry of the 3 months referenced in MOU #1 (6).

13. This Memorandum of Understanding will take effect on the date of signing and will expire with the expiration of the collective agreement unless renewed in writing by the Parties.

Signed this    day of    , 20\_\_

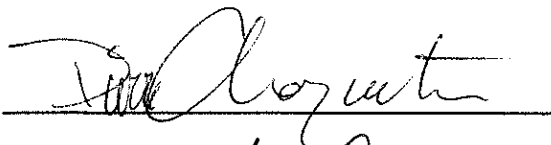
Signed on Behalf of ABSBC

Signed on Behalf of COPE

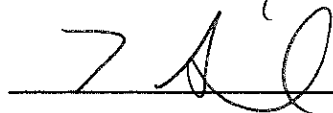
\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

For ABSBC:



For COPE 378:



Date:

July 31/2015

ABSBC & COPE - HOUSEKEEPING ISSUES

**Action:** Integrate new MOU #2 into collective agreement.

---

**MEMORANDUM OF UNDERSTANDING (MOU) #2 -**

**Re: Selection of Tempworks Assignments  
Between Accenture Business Services for Utilities of BC  
And Canadian Office and Professional Employees Union, Local 378**

Whereas:

1. Tempworks is an operation of ABSBC which establishes and administers a group of bargaining unit employees used to meet emergent staffing needs of both ABSBC and its clients; and
2. ABSBC and COPE 378 (collectively, "the Parties") desire greater stability and certainty in the duration of Tempworks assignments;

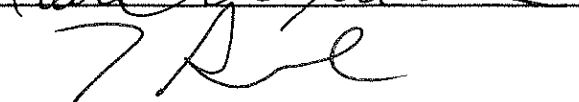
The Parties therefore agree as follows:

3. All Tempworks employees not on an assignment, or on an assignment expected to be less than eight (8) weeks in duration, shall be considered to be a Casual Employee under Article 1.06(d) of the collective agreement.
4. All Tempworks employees who are placed on an assignment expected to be eight (8) weeks or greater in duration, shall be considered to be a Full-Time Temporary Employee ("FTT") under Article 1.06(c) of the collective agreement.
5. Where an assignment is expected to be six (6) months or greater in duration, or is an assignment with a shorter expected duration that is extended so as to be six (6) months or greater in duration, such assignment is to be posted and selected according to the process set out in Article 7.10 of the collective agreement.
6. Posted assignments will be open to Tempworks employees who:
  - a) are not currently on another assignment;
  - b) are on an assignment expected to end within fifteen (15) calendar days of the start date of a posted assignment; or
  - c) obtain the approval of ABSBC management to apply to a posted assignment.
7. Where an assignment which has not been previously posted is extended so as to be six (6) months or greater in duration, preference shall be given to the employee incumbent in that assignment.

For ABSBC:



For COPE 378:



Date:

July 8, 2015

ABSBC & COPE - HOUSEKEEPING ISSUES

8. The Parties agree that nothing in this Memorandum of Understanding precludes Tempworks employees on assignment from applying for and being considered for ABSBC roles outside of Tempworks.
9. The Parties agree that once a Tempworks assignment is filled, ABSBC will have fifteen (15) calendar days to assess if the employee in question meets the requirements of the assignment and provide written notification to the employee if they do not meet the requirements. Should ABSBC deem that the employee does not meet the requirements of the assignment, that employee's assignment will end and the employee will return to the Tempworks pool to await another assignment.
10. This Memorandum of Understanding is in addition to, not in replacement of, MOU #1 and, as such, the time limits in MOU #2 will be deemed to start after the expiry of the 3 months referenced in MOU #1 (6).
11. This Memorandum of Understanding will take effect on the date of signing and will expire with the expiration of the collective agreement unless renewed in writing by the Parties.

Renewed and signed this    day of           , 2015

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_

\_\_\_\_\_

Pierre Choquette

Tony Geluch

For ABSBC:

Pierre Choquette

For COPE 378:

[Signature]

Date:

July 8, 2015

Title: Overpayment Recovery

Article: MOU #5 NEW

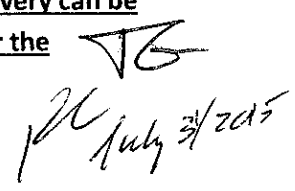
Proposal:

MEMORANDUM OF UNDERSTANDING (MOU) #5

Re: Overpayment Recovery

Whereas the Union and the Employer recognize that errors occasionally result in overpayment of wages to employees, and wish to establish a simplified procedure for recovery of such overpayments, the Parties agree as follows:

1. Subject to the limitations set out in this Memorandum, the Employer has the right to recover overpayments from Employees. "Overpayments" means monetary payments made in error, sick leave payments to which the employee is not entitled or advances of long term disability benefits refundable by the employee pursuant to Article 15.05 of the collective agreement.
2. The Employer shall provide an Employee from whom the Employer intends to recover overpayments at least 30 days written notice, with a copy to the Union, prior to the deduction of any wages from that Employee, and such notice shall provide:
  - a. a statement of the nature, date(s) and amount(s) of the overpayment(s);
  - b. the option to negotiate a mutually agreeable pay back plan with the Employer;
  - c. notice that failing a negotiated agreement for repayment, the Employer may deduct the overpayment from wages, at the rate set out in this Memorandum, beginning in the next pay cycle following the 30 day notice period;
  - d. notice that the employee has a right to union representation in the course of negotiating a pay back plan; and
  - e. notice that the employee has a right to dispute the overpayment in accordance with this Memorandum.
3. Except where otherwise agreed to by the Employee, repayments pursuant to this Memorandum will not exceed more than 10% of net pay in any pay period.
4. In cases where an employee who is subject to a pay back plan leaves the company due to resignation, termination, retirement or displacement, the total or remaining recovery can be 100% offset by the final pay or any subsequent payments that may be owed after the

Handwritten initials "TG" and "PC" with the date "July 31/2015".

Employee leaves the company (including payments such as time banks, vacation pay or performance pay).

5. A pay back plan pursuant to this Memorandum which includes deduction of overpayments from an employee's wages shall constitute an assignment of wages pursuant to section 22 of the *Employment Standards Act*.
6. The Employer's recovery of overpayments shall be limited to overpayments made within 12 months prior to the Employer's written notice to the employee pursuant to item (2) above.
7. In the event of a dispute over whether or not an employee has received an overpayment, the amount of an alleged overpayment, or the limit of the recovery period, such dispute shall be subject to the grievance procedure set out in the collective agreement and the Employer shall not recover any disputed amount until such grievances are resolved.

Signed this 31 day of July, 20 15

Signed on Behalf of ABSBC



Pierre Choquette

Signed on Behalf of COPE



Tony Geluch

## ABSBC BARGAINING PROPOSALS

Title: LTD Claim Process

Article: MOU #16

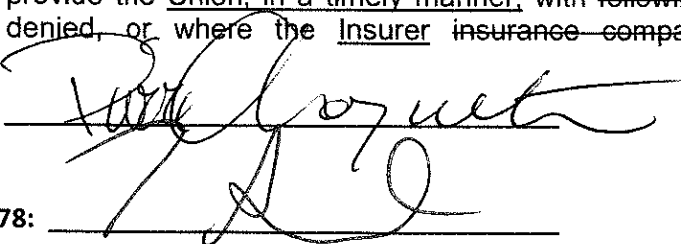
Proposal:

**MEMORANDUM OF UNDERSTANDING #16  
RE: LONG TERM DISABILITY (LTD) CLAIMS PROCESS**

(Refer to Article 15.04 and 15.05)

1. ~~In the course of the 1993 Collective Agreement negotiations, the Union requested that the Employer establish a cooperative process for claims management when COPE 378 members are experiencing unusual difficulties with their long term disability claims. For clarification, The following outlines the normal process for long term disability (LTD) claims management:~~
  - a. The Employer Personnel provides the employee with claim forms (such as Plan Member Statement to be completed by the employee and Attending Physician Statement to be completed by employee's physician) and related claim filing information.
  - b. The Employer will provide a copy of the LTD transition letter to the designated Union Representative.
  - c. The employee completes the Plan Member Statement and submits directly to the Insurer, obtains required medical information and completes his/her portion of the form and has their doctor forward the claim to ABSBC's Medical Doctor who in turn forwards forms to Benefits Section.
  - d. The employee's physician completes the Attending Physician Statement and submits directly to the Insurer.
  - e. The Employer completes the Employer's Statement and submits directly to the Insurer and, upon request, provides a copy to the employee. Benefits Section conducts an administrative review to ensure necessary forms and information are provided before forwarding material to insurance company.
  - f. The adjudication process followed by the Insurer may include takes various steps from immediate acceptance (payment) of claims to varying follow-up procedures to ensure all objective medical information is received on hand.
  - g. If a follow up with the employee is required by the Insurer, it is directly coordinated by the Insurer with the employee.
  - h. The Insurer will provide notice to the Employer if outstanding information is required and this will be communicated to the designated Union Representative and Team Leads as appropriate. Outstanding information to the designated Union Representative, to the Employer or to Team Leads shall not contain confidential medical information. procedures are coordinated between Benefits Section, Personnel, and the employee.
  
2. To assist the Union COPE 378 in serving its members, ~~Benefits Section~~ the Employer will provide the Union, in a timely manner, with following information where a claim has been denied, or where the Insurer insurance company identifies that available objective

Jr ABSBC:



For COPE 378:

Date: 20-8-2015

ABSBC BARGAINING PROPOSALS

information does not support continuation of a claim. ~~Where the insurance company sees such events occurring, ABSBC will request that they establish standards to ensure the provision of as much advance notice as possible. Where additional information is required, Benefits Section will coordinate discussion with the insurance company.~~

3. In some situations, benefits are temporarily suspended or delayed pending receipt of information (e.g. the employee has not responded to an information request; the employee has not returned the required forms; the employee's doctor has not provided the requested forms; minor administrative delays have occurred; etc.). Most of these situations are resolved through routine communications. When a serious claim management concern occurs, beyond the type outlined above, the Employer will inform the Union in a timely manner of such.
4. When the Insurer insurance company identifies a positive rehabilitation opportunity that addresses a difficult return to work situation, ~~Benefits Section~~ the Employer will advise the designated Union Representative in a timely manner COPE 378 and coordinate through ~~Personnel relevant information related to the said return to work with the designated Union Representative, Team Lead, the Employer's Health and Safety representative, the Employer's labour relations representative and/or the Insurer~~ Where value would be added a meeting will be arranged and the insurance company to ensure all problem solving opportunities have been addressed.
5. ~~The above captures the commitment BC Hydro provided to the Union in its letter dated 3 March 1993.~~
5. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
6. This Memorandum of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Renewed and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

or ABSBC:

  
\_\_\_\_\_  


For COPE 378:

Date: 20-8-2015



ABSBC BARGAINING PROPOSALS

Title: Use of Non-Bargaining Unit Consultants

Article: MOU #18

Proposal:

**MEMORANDUM OF UNDERSTANDING #18  
RE: USE OF NON-BARGAINING UNIT CONSULTANTS**

The Employer will review on an annual basis in September its use of consultants performing work that could otherwise be performed by employees in the COPE 378 bargaining unit. At the request of the Union, the information collected will be provided to the Union and will contain detail regarding the nature of frequency of the work performed, start date and expected retention date, and whether the work performed could otherwise be performed by employees in the COPE 378 bargaining unit.

At the request of the Union, ~~The first such reports are~~ is due in September 2005, ~~and thereafter in September~~ of each year. Subsequent reports will detail only new consultants or new contracts not subject to the previous review. It is understood the Union is not precluded from requesting a further review of the consultant previously reported on from raising a concern with respect to any consultant at any time.

The Union will first make inquiry to the Employer(s) regarding concerns with any consultant reported. Any disputes not resolved in these discussions regarding work within the scope of the Union's certification may then be referred directly to Stage III of the grievance process.

Renewed and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed on Behalf of ABSBC

Signed on Behalf of COPE

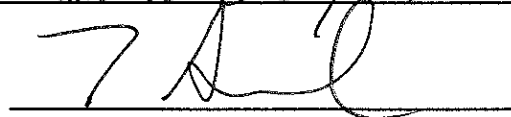
\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

For ABSBC:



For COPE 378:



Date:

July 30, 2015

# ABSBC BARGAINING PROPOSALS

## MEMORANDUM OF UNDERSTANDING #28

### RE: JOB SHARING

#### Definition

Job sharing is defined as dividing all the functions of one Full-Time Regular position between two regular employees (~~including previous regular employees with post-maternity bulletining rights~~), each of whom works part-time in a manner that provides full-time coverage for the position. The supervisor is responsible for communicating the requirements of the job to both employees.

#### (1) Procedure

(a) Regular employees wanting to job share may request the supervisor to consider the proposal for a job sharing arrangement. One of the regular employees must be the incumbent in the position and the other regular employee must enter the position by virtue of either a lateral transfer or a voluntary demotion. (Notwithstanding this, an employee can receive a promotion into a job sharing arrangement if they bid on a bulletined job share position as contemplated in point (b) below.) In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:

- (1) which functions will be shared and which functions will be performed by only one partner;
- (2) how work load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed;
- (3) preferred work schedule of each partner;
- (4) preferred start date; and
- (5) other information required by the supervisor or by the job itself.

For ABSBC:



For COPE 378:



Date:

AUG 18/2015

## ABSBC BARGAINING PROPOSALS

(b) If the incumbent in the Full-Time Regular position has been unable to attract a suitable partner, the Employer, at the incumbent's request, will assist the employee in the search for a suitable partner by advertising the opportunity company-wide; with specific reference to eligibility limited to regular employees (~~including previous regular employees with post-maternity bulletining rights~~). Selections for job sharing will be made on the basis of Article 7.09 (e).

(c) Proposed job sharing arrangements will be discussed with the appropriate Manager and for each job sharing arrangement there must be a written understanding agreement, in the attached form, signed by each employee participating and the employee's Manager supervisor approving the job sharing arrangement, with a copy to the Union.

All requests for job share arrangements will be subject to operational and departmental requirements.

(d) Employees entering into job share arrangements will not be eligible for travel allowances or moving expenses at the commencement of a job share.

### (2) Job Sharing Conditions

(a) Full-Time Regular employees who enter a job sharing arrangement change their status to Part-Time Regular.

(b) Notwithstanding Article 1.06(b)2, employees may be requested to relieve for each other at straight-time rates unless the hours of work of the relieving employee exceed 7.5 hours per day or 37.5 hours per week.

(c) Article 14.03(b)1 will apply to employees in a job sharing arrangement.

(d) Employees in a job share arrangement may elect to attend meetings such as Departmental Meetings, Training Courses, Joint Union/Management Committee Meetings, etc. ~~without such hours being included in the total hours of the two job share partners. Such time will be considered time worked, however will not trigger the overtime provisions unless the hours of the individual exceed 7.5 per day or 37.5 in the week.~~ Where available and not in conflict with the requirements of the job sharing agreement or the provisions of the collective agreement, additional hours may be worked by either job share partner subject to provisions associated with PTR employees in this agreement. ~~Under these circumstances, employees will be paid a minimum of 2~~

For ABSBC:

P. Choquet

For COPE 378:

Z. Al

Date:

Aug 18/2015

## ABSBC BARGAINING PROPOSALS

hours at straight time. Overtime provisions will not be triggered solely by virtue of the number of hours worked per day or per week unless such hours exceed 7.5 per day or 37.5 per week, or such hours are at the direction of the Employer. The Employer shall not be obligated to direct or assign work at overtime rates to employees in a job share where other employees are available for such work at straight time.

- (e) Multiple job share partners working in a department may elect to work additional hours to their normal job share scheduled, in order to cover off an absence from work of another job share employee. Such hours must be approved by the Department Manager and must not, when totaled with all other job share hours in the department, exceed the total number of job share hours allotted to job share arrangements working in that department. The only exception to this will be when the total number of job share hours has been increased as a result of (1) above.

### (3) Termination of the Job Sharing Arrangement

A job sharing arrangement may be terminated in the following circumstances:

- (a) by the Employer, on 30 days written notice being provided to the affected employees with a copy to the Union;

Should the job sharing arrangement be terminated by the Employer, the employees in question shall revert to the positions and classifications which they held prior to entering into the job share agreement, excepting that either employee may choose to remain as a PTR if they were not classified as PTR prior to the job sharing agreement. If the positions or classifications in question are no longer available, and if the former job share partners decline to remain as PTR, the provisions of Article 9 will apply.

- (b) by agreement of both employees in the job sharing arrangement, on 30 days written notice to the Employer. In such circumstances, the Employer may agree to waive the notice requirement, but shall in any event provide a copy to the Union as soon as practicable;

At the conclusion of the 30 day period, the job share will be dissolved and both incumbents will be Part Time Regular (PTR) employees.

- (c) upon retirement, termination or permanent transfer of either employee in the job sharing arrangement; or except as otherwise agreed to between the Employer, the

or ABSBC:

P. Crockett

For COPE 378:

7 Al

Date:

Aug 18/2015

ABSBC BARGAINING PROPOSALS

union and the job share incumbents, following a period of six (6) consecutive months beginning on the date of ratification during which either job share partner is unable or unavailable to work, excepting leaves set out in Articles 14.13 (Pregnancy Leave), 14.15 (Parental Leave) and 14.16 (Adoption Leave).

If the job share is impacted due to the above ~~In this event~~, the remaining employee will revert to their original status, and may elect to initiate a new job share partnership starting as per 1 above if their original position was FTR. The Union will be notified by the Employer upon the termination of a job share arrangement.

(d) upon possible displacement of one or both job share employees as set out below;

Job shares will be considered 1 FTR for the purposes of bumping if a displaced employee has more seniority than both incumbents in the job share. Job shares will be considered 2 PTRs for the purposes of bumping if a displaced employee has more seniority than one of the incumbents. The Employer shall advise any employee who may bump into the position of only one job share partner of the terms and conditions of the job sharing agreement prior to the employee's election to bump. Upon the displacement taking place, the employee and incumbent job share partner shall enter a job sharing agreement on the same terms and conditions as existed prior to the displacement. The provisions of Article 9 will apply to the displaced employee(s).

~~(3) Termination of the Job Sharing Arrangement~~

~~(a) If the job sharing arrangement is terminated by the Employer, 30 days written notice must be given to the affected employees with a copy to the Union.~~

~~(b) Should the job sharing arrangement be terminated by the Employer, the job sharing partner who originally held the position will again assume that position. The provisions of Article 9 will apply to the other incumbent.~~

~~If the original incumbent declines the full time regular position, then the remaining partner will be offered the job and the provisions of Article 9 will apply to the original incumbent. If the remaining partner declines, the position will be bulletined and the provisions of Article 9 will apply to this remaining partner.~~

For ABSBC:

P. Choquet

For COPE 378:

RAE

Date:

Aug 18/2015

ABSBC BARGAINING PROPOSALS

~~(c) In the event a job share becomes displaced, the remaining partner can either assume the role as a PTR or elect Article 9.~~

~~(d) An employee may only vacate the job share due to transfer or termination. In this event, the other employee will assume the position on a full time basis, and may elect to initiate a new job share partnership starting as per 1 above. The Union will be notified by the Employer upon the termination of a job share arrangement.~~

(4) This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

Renewed and signed this 4<sup>th</sup> day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

Notes to settlement:

- (a) The parties agree to amend 9.07(a) to reflect changes in 3(d) above. "Job shares will be considered as per MOU # 28."
- (b) In the event that the parties agree that a number of hours worked by a PTR will trigger their reclassification to an FTR, the parties agree to include language to that effect in MOU # 28.

For ABSBC:

P. Choquette

For COPE 378:

T. Geluch

Date:

Aug 18/2015



# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
HK32	MOU 50	Amend MOU 50	

### MEMORANDUM OF UNDERSTANDING #50

#### RE: PAYOUT OF TIME OFF BANK UPON CHANGE OF STATUS FROM/TO FTR TO/FROM PTR

The Union and the Employer (hereinafter referred to as the "Parties") hereby agree to the full and final settlement of the Payout of Time Off Bank When Changing Employee Status from FTR to PTR Grievance (Union #97.0054/BCH #48/96) upon the following terms and conditions:

- (1) An employee who changes status from FTR to PTR or vice versa will maintain their time off bank accumulated under Article 11.08(a). This time off bank does not include current year Annual Vacation.
- (2) Changing Status from FTR to PTR.

PTR employees are automatically paid a bi-weekly percentage for AV, RWWL and statutory Holidays as outlined in Article 1.06(b) 7 & 8. This percentage payment will be applied to time scheduled off as a PTR. It is understood that when changing status from FTR to PTR, Pay Department will make a one time adjustment to the number of days in the employee's time off bank earned as a FTR such that when a day is taken from the time off bank as a PTR and the bi-weekly percentage is applied, the amount paid out as a PTR equates that which was earned as an FTR.

The benefit calculation formula used in determining the appropriate bi-weekly percentage is:  $\{(AV\% + 4.4\ 4.8\%) \times 1.07\} + 7\%$  where the AV% is based on the employee's years of service, ~~4.4~~ 4.8% is the percentage for statutory holidays, and 7% is the percentage for RWWL days. Because AV and Statutory holiday pay form part of the gross bi-weekly earnings as per Article 1.06(b)(8), these amounts are multiplied by 1.07 to ensure RWWL is paid on earned AV and Statutory holiday pay.

For example, an employee with 5 years of service will have a bi-weekly percentage of ~~18.4356~~ 18.4356% applied to their pay upon changing status to PTR. If such employee had 20 days in their time off bank, upon change of status to PTR, their time off bank will be adjusted to ~~16.9387~~ 16.9387 days (20 days divided by ~~1.4813~~ 1.1856). This adjustment will keep the employee whole as the employee's bi-weekly percentage will automatically be applied back to their pay when the employee utilizes time from their time off bank.

E&OE

Signed off this

8

day of

July

20 15

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ABSU PROPOSALS 2015**

**Union U-Item Proposals**

- (3) Changing Status from PTR to FTR

When changing status from PTR to FTR, the employee's time off bank will be increased by the amount of the employees' applicable bi-weekly percentage.

- (4) Any request by an employee to have their time off bank paid out in cash will be made as per Article 11.08(c).

- (5) This agreement also applies to an employee who changes status from FTT to PTR. The provisions of point #2 above will apply in this case.

- (6) This agreement does not apply to an employee who changes status to or from that of a Casual. It is understood that for an employee who changes status from FTR, PTR or FTT to that of a Casual, that the employee's time off bank will be paid out in full. Similarly, should a Casual employee accumulate a time off bank and then change status to FTR, PTR or FTT, their time off bank will be paid out in full.

Renewed and signed this 4<sup>th</sup> day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Karen Rockwell

E&OE

Signed off this 8 day of July 20 15

For the Union (COPE Local 378)  
\_\_\_\_\_  
*[Signature]*

For the Employer (ABSU)  
\_\_\_\_\_  
*[Signature]*



ABSBC & COPE - HOUSEKEEPING ISSUES

**Action:** Amend MOU 58 to reflect accurate Accenture career levels and integrate amendment agreed to with union re. 3 (c).

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**MEMORANDUM OF UNDERSTANDING #58  
RE: POSITIONS EXCLUDED FROM THE BARGAINING UNIT**

Whereas there is a desire to establish an effective process to deal with the issue of whether new or reclassified jobs are included in, or excluded from, the Union's bargaining unit.

IT IS AGREED THAT:

- (1) This Agreement establishes a dispute resolution mechanism which shall be used by the Parties in lieu of Section 139 of the *Labour Relations Code*.
- (2) Where a Business Unit intends to create a new EMP position at **Career Levels 10 to 13** ~~a job grade 4 or lower~~ in BC, or intends to reclassify an existing position from the Union's Bargaining Unit to EMP at **Career Levels 10 to 13** ~~a job grade 4 or lower~~, the Business Unit shall notify Human Resources (HR) of its intention.
- (3) Paragraph 2 is subject to an anomaly in that some Administrative Assistants are included in the bargaining unit and some are not. The general rule is that Administrative Assistants are included in the bargaining unit with the exception of the following:
  - (a) Administrative Assistants to the Executive Management (i.e. **Leadership and Senior Managers – Career Levels 6 to 1** ~~vice-presidents reporting directly to the President~~) shall be excluded;
  - (b) ~~One Administrative Assistant to each direct report to the Executive Management shall be excluded;~~
  - (c) ~~Given the historical practice in Customer Care Operations in BC as well as the Munroe award determinations, one Administrative Assistant to each of the following positions in Customer Care Operations shall also be excluded: Director, Billing Operations; Director, Field Service Operations; and, Director, Customer Care Support.~~
- (4) Within five working days of a notice of intention from a Business Unit, HR shall give written notification thereof to the Union, together with a copy of the relevant position description(s) and organizational chart(s), if then available.
- (5) If the Union elects to challenge the proposed job classification as not being properly excluded from the Bargaining Unit, it shall so notify HR in writing within five working days of the Union's receipt of the notification aforesaid from HR. Within a further five working days, a meeting will occur between HR, the Union and the Business Unit at which the Parties shall endeavour in good faith to reach an agreement. The Parties will ensure that

For ABSBC:

  
\_\_\_\_\_

For COPE 378:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

ABSBC & COPE - HOUSEKEEPING ISSUES

their representatives at such meeting shall be knowledgeable of the relevant facts and circumstances.

- (6) Where an agreement is reached between the Parties at the meeting described above, it shall be reduced to writing and signed by the Company and the Union.
- (7) Where the Parties are unable to agree, the Union shall inform the Umpire by fax of the disputed position(s) within five working days of the informal meeting process.
- (8) Upon notification of the challenge the Umpire shall schedule a hearing (the Hearing) with the Company and the Union within seven working days. The location of the Hearing will be agreed upon by the Parties. In appropriate circumstances, the Hearing may be conducted by telephone conference call.
- (9) At least one working day prior to the Hearing, each party shall fax to the Umpire a summary of the issues in dispute and a proposal for their resolution. This submission cannot exceed three pages in length. If either the Company or the Union fails to meet these requirements it will be deemed to have abandoned its position, and the dispute will be conclusively resolved in favour of the party in compliance.
- (10) Subject to paragraph 9, the Company and the Union may make oral submissions to the Umpire at the hearing, but such submission shall be limited to 45 minutes, which may be extended by the Umpire in compelling circumstances.
- (11) The Umpire shall have the power and authority to settle conclusively the dispute(s) and his decision(s) shall be binding on the Company and the Union, and is not subject to appeal or review by any court or adjudicative body.
- (12) In reaching a decision the Umpire shall have regard to the following:
  - (a) the Union's certification;
  - (b) the Collective Agreement;
  - (c) the applicable provisions of the *Labour Relations Code* and the decisions of the Labour Relations Board pursuant thereto;
  - (d) applicable arbitral jurisprudence;
  - (e) the appropriate communities of interest, including the practices of the Parties, and the relationship between the core duties and qualification of the disputed position and existing positions within the Bargaining Unit.
- (13) The Parties acknowledge their intention to focus on the resolution of current and future areas of concern. Accordingly, they agree that the Union will not challenge any of the Employer's job classifications or reclassifications hereunder, as the case may be, which occurred prior to the date that this Memorandum is signed.
- (14) The decisions of the Umpire may be rendered orally at the conclusion of the Hearing and, in any event, in writing within five working days of the Hearing. The written decision shall be limited to two pages.

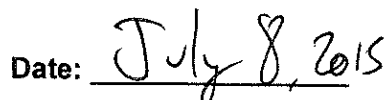
For ABSBC:



For COPE 378:



Date:



ABSBC & COPE - HOUSEKEEPING ISSUES

- (15) The Umpire shall not have jurisdiction to change this MOU or to alter, modify or amend any of its provisions. The Umpire will, however, have the sole authority to resolve disputes over the interpretation of this Agreement.
- (16) The Parties agree that the Umpires shall be Don Munroe, John Kinzie, Brian Foley, and John Steeves, on a sequentially rotating basis.

Renewed and signed this 4<sup>th</sup> day of April, 2014

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Karen Rockwell

For ABSBC:

*Pierre Choquette*

For COPE 378:

*Z. Steeves*

Date:

*July 8, 2015*

**ABSBC BARGAINING PROPOSALS**

**Title:** Quality Monitoring For Call Centres

**Proposal:**

**MEMORANDUM OF UNDERSTANDING #66  
RE: CALL QUALITY MONITORING FOR CALL CENTRES**

The purpose of ~~call-centre~~ quality monitoring is to ensure consistency of service among employees designated by the Employer Call Centres and Agents, in terms of the correct dissemination of information, the application of established policies and procedures, the development and promotion of best business practices, and the delivery of service to our customers.

Quality monitoring includes (i) the recording of business related telephone calls between employees and customers or a client representative, (ii) the capturing of computer screen images directly associated with a business process related to the employee's job description and (iii) post service call surveys. Employees, for the purposes of this Memorandum of Understanding, include service representatives such as call centre agents and billing and credit department employees. Prior to adding to the list of roles/departments that may be included in quality monitoring or the means by which additional monitoring may take place, ABSBC will meet with the Union to discuss the terms of the expanded monitoring.

~~Business calls may be randomly monitored and recorded~~ Quality monitoring will occur from a remote location, a local observation point or by means of a recording device. ABSBC agrees to provide the Union and employees with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. ~~The Company~~ ABSBC further agrees to advise the Union and employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

It is understood that the general purpose of quality monitoring will be to provide instruction and coaching in order to improve quality of services through the measuring and reviewing of performance metrics. In situations where the existence of employee performance difficulties is evident, such that more frequent monitoring is required, the employee and the Union will be advised. For the purposes of performance difficulties the Quality Listeners shall only be work leaders or management personnel. The Employer agrees not to compel any employee in the Bargaining Unit to testify before either an arbitrator or the Labour Relations Board of BC or any of its successors.

Monitoring and work-related statistics will be used to

- Provide the Company with information needed to determine the level of service to customers and to establish staff requirements
- Enhance the ability of managers, work leaders and ~~Call Centre Agents~~ **employees** to work cooperatively in providing high quality work; and

For ABSBC:



For COPE 378:



Date:

2/17/16

**ABSBC BARGAINING PROPOSALS**

- Complement employee training and development

Quality monitoring is not to establish grounds for disciplinary action. Rather, monitoring is to determine whether an employee's performance falls within the expected service parameters that are established by ABSBC and/or its client(s). If an employee's performance does not fall within the expected service parameters, ABSBC will determine whether the employee needs additional assistance such as coaching, training, set expectations, or a performance improvement plan.

ABSBC shall ensure that the impact of its quality monitoring on privacy is proportional to the purposes for which it being implemented. ABSBC shall establish protocols to ensure that personal employee information is not unintentionally collected or disclosed and that, in the event of a breach of employee privacy due to quality monitoring, the employee or employees about whom the information pertains is/are notified and that the breach is limited as much as possible.

ABSBC shall take the same precautions and steps with respect to information that is related to Union business, except that ABSBC shall notify the Union in the event of a breach.

Business lines in the Call Centre will be equipped to enable quality monitoring of calls related to ABSBC's business. Any and all private calls will be deleted. To ensure employee privacy, dedicated phones with unmonitored access have been provided for personal use. Personal calls made from these facilities will not be monitored. Any and all private calls will be deleted.

Nothing in this Memorandum of Understanding prevents ABSBC from exercising its legitimate management rights or the union from exercising its rights under the collective agreement.

Nothing in this Memorandum of Understanding expands ABSBC's right to collect, use, or disclose information beyond what is permitted under applicable privacy legislation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed on Behalf of ABSBC

Signed on Behalf of COPE

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

For ABSBC:

Pierre Choquette

For COPE 378:

TAE

Date:

7/17/2016



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 9 2016	<b>Time:</b>
U53	MOU 78	Delete MOU 78	

**MEMORANDUM OF UNDERSTANDING #78**

**RE: REST BREAKS AND UNPAID MEAL BREAKS FOR PART-TIME AND CASUAL CALL CENTRE EMPLOYEES**

Notwithstanding Article 12.04(g) and Article 17 of the COPE 378/Accenture Business Services of BC Collective Agreement, the Parties agree on the following rest breaks and unpaid meal breaks for part time and casual call centre employees. Shift schedules are inclusive of all paid and unpaid breaks:

- ~~Employees working shifts up to and including five (5.0) hours will be entitled to one (1) 15 minutes rest break only.~~
- ~~Employees working shifts ranging from five and one half (5.5) up to and including six (6.0) hours will be entitled to one (1) ½ hour unpaid meal break plus one (1) 15 minute rest break only.~~
- ~~Employees working shifts in excess of six (6.0) up to and including eight (8.0) hours will be entitled to one (1) ½ hour unpaid meal break plus two (2) 15 minute rest breaks only.~~

~~Rest breaks cannot be accumulated and taken off at a later date and shall not be scheduled within 45 minutes of a meal break or the end of a shift, except in exceptional circumstances.~~

~~This Memorandum of Understanding will take effect on February 23, 2004 and will be reviewed by mutual agreement of the Parties.~~

Renewed and signed this 4<sup>th</sup> day of April, 2014

Signed on Behalf of ABSBC \_\_\_\_\_ Signed on Behalf of COPE \_\_\_\_\_

\_\_\_\_\_  
 Pierre Choquette

\_\_\_\_\_  
 Karen Rockwell

E&OE  
 Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: October 15, 2015</b>	<b>Time:</b>
U59	MOU 79	<i>Add new MOU #79 – Union counter to employer proposal respecting addition of Article 1.07</i>	

**Memorandum of Understanding # XX**

**Between:** The Canadian Office and Professional Employees Union, Local 378  
(the "Union")

**And:** Accenture Business Services of British Columbia Limited Partnership  
(the "Employer")

**Respecting:** Rotational Assignments

1. Rotational assignments will provide qualified employees with wider experience, knowledge and variety in their day-to-day assignments. In addition, these assignments will allow greater flexibility for the Employer to cover the ebb and flow of the seasonality and unpredictability of work.
2. Training will be offered to interested Regular employees on different areas of the business. A job description will be provided for each role. Employees can voluntarily choose to sign up for training in areas that are of interest to them. In some cases, the number of employees being trained may be limited. Should that be the case, employees will be selected for training on a seniority down basis. Once trained, employees will be considered part of a rotational pool for a period of up to six months. This may be renewed with the Union's written consent.
3. Once trained, employees will be eligible to voluntarily accept rotational assignments in areas for which they are trained outside of their base position. Should more employees volunteer than are necessary, they will be selected on a seniority down basis. Should employees voluntarily turn down four consecutive rotational assignment opportunities, they will be removed from the rotational pool.
4. Each individual rotational assignment will not exceed eight consecutive weeks in duration.

E&OE

Signed off this 15 day of October 20 15

For the Union (COPE Local 378)

For the Employer (ABSU)




**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015**  
**Union U-Item Proposals**

5. Rotational assignments will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement. Rotational assignments shall not be used in avoidance of the creation or the filling of Full-Time Regular, Part-Time Regular, or Full-Time Temporary positions.
6. Employees in the rotational pool shall remain classified in their regular positions and headquarters for the purposes of scheduling. Any work assigned away from established headquarters shall be treated in accordance with Article 5. Any hours outside of an employee's regular schedule shall be treated in accordance with the overtime provisions of the collective agreement. The Employer shall not be obligated to offer work at overtime rates to employees in the rotational pool where other employees are available for such work at straight time.
7. An employee in the rotational pool may be scheduled in one position for a day and be asked to rotate into another position for part of that same day. If such mid-day rotation requires travel to another headquarter, consideration will be given to individual circumstances in the event that an employee has legitimate reasons for not changing headquarters (e.g. child or elder care requirements).
8. An employee rotating into a position which is at the same or lower level than his/her regular position will retain his or her salary and shall continue to be treated in terms of salary progression on his or her regular job.
9. An employee rotating to a position which is at a higher level than his or her regular position shall be compensated in accordance with Article 7.05.
10. The Employer shall not engage more than 25 employees in the rotational pool at any one time.
11. At the request of the Union, but on no more than on a monthly basis, the Employer shall provide the Union with a list of all employees in the rotational pool over the previous calendar month. Such list shall include each employee's name, regular position, regular employee classification, any rotational assignment(s) worked in the previous month (if any), number of hours worked in each assignment, and the start and end date of the rotational assignment(s).
12. At the request of either party, a meeting shall be held between the Union and the Employer to review the use and implementation of the rotational pool and rotational assignments.

E&OE

Signed off this 15 day of October 2015

For the Union (COPE Local 378)  


For the Employer (ABSU)  






**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015**  
**Union U-Item Proposals**

- 13. Either Party may terminate this Memorandum of Understanding at any time by giving written notice to the other Party. Where such notice is given, the Employer shall, within 30 days, return each rotational employee to their regular position.
- 14. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- 15. This Memorandum of Understanding will take effect of the date of signing and its expiry will be aligned with the expiry of the Collective Agreement between the Union and the Employer unless specifically renewed during negotiations.

Signed and agreed to on: \_\_\_\_\_

On behalf of COPE 378: \_\_\_\_\_  
Tony Geluch

On behalf of ABSBC: \_\_\_\_\_  
Pierre Choquette

E&OE  
Signed off this 15 day of October 2015

For the Union (COPE Local 378)  
[Signature]

For the Employer (ABSU)  
[Signature]



**COPE LOCAL 378 / ABSU PROPOSALS 2015**  
**Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Feb 9 2016	<b>Time:</b>
U60	MOU 80 (New)	New MOU #80	

**New MOU #80**

**Re: Implementation of Minimum Hours for Active Part-Time Regular Employees**

Whereas:

The Parties agreed, in the collective agreement ratified on [date], to change the language of Article 1.06(b)(5) to assign a minimum number of weekly hours to Part-Time Regular positions, and the Parties desire to implement such language for active Part-Time Regular employees;

The Parties agree as follows:

1. Active Part-Time Regular positions which do not currently have a minimum number of weekly hours assigned on the date of ratification, shall, on or before [date], be assigned a minimum number of hours per week based on the average number of hours assigned by the Employer over the previous 12 week period.
2. Where an affected employee is on a leave such that the above calculation may not be reasonably applied, the Employer and the Union will meet to discuss and determine a reasonable minimum number of hours per week for that employee.
3. Part-Time Regular Employees who are engaged in job shares shall have their minimum number of weekly hours determined by the terms of their respective job share agreements.
4. The assignment of such minimum number of weekly hours shall not be applied retroactively prior to the date of assignment of such hours.

This Memorandum of Understanding will take effect on the date of ratification and will expire at the expiration of the current collective agreement.

[Signed by the Parties]

E&OE

Signed off this 9 day of February 20 16

For the Union (COPE Local 378)

For the Employer (ABSU)

## ABSBC BARGAINING PROPOSALS

Title: Telework

Article: MOU #81 NEW

Proposal:

Memorandum of Understanding MOU #81 - Re: Telework

Between Accenture Business Services for Utilities of BC ("ABSBC")  
And Canadian Office and Professional Employees Union, Local 378 (the "Union")  
Herein referred to as the "Parties".

Preamble

This MOU is intended to provide flexibility on the location in which work gets completed and to recognize that the traditional methods of "work" are changing, and to demonstrate that ABSBC and the Union endeavour to be responsive to the needs of the business, as well as their respective employees and members.

Governing Principles

- a) Honesty and Integrity – ABSBC and the Union understand the challenges with telework and expect managers and employees to mitigate these challenges by undertaking flexible work practices in good faith and according to this Memorandum.
- b) Governance – it is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectations are communicated, documented, and the proper approvals are in place per this Memorandum.
- c) Professionalism – ABSBC has a highly educated and professional employee base, many of whom are in the bargaining units. It is important that this memorandum reflect and appreciate their membership in the union yet also respect their abilities and professional status.
- d) Intergenerational – we are currently in an environment where the nature of work is evolving as are the people who undertake that work. A results-based workplace where the ability to do work in different places at different times is changing the manner in which we approach terms and conditions of employment. This memorandum is meant to be flexible to the generational differences in our workforce while providing options that meet the needs of ABSBC, the Union, and its employees.

For ABSBC:



For COPE 378:



Date:

2/17/2016

## ABSBC BARGAINING PROPOSALS

### Examples of Opportunities for Telework

- (i) Situations where the manager and employee mutually agree that the arrangement may be beneficial.
- (ii) Occupations that involve traveling or where traveling is required for business reasons
- (iii) Workers that require quiet space to work.
- (iv) Exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result in telework are also covered more specifically further in this MOU.

The primary intent of this MOU is for regular and on-going telework arrangements, although one-off circumstances as described above are also covered. Telework may also be a consideration in accommodation cases, although this would occur under ABSBC's duty to accommodate obligations and outside of the telework project.

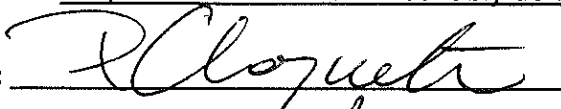
### Terms for Telework

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and ABSBC have mutually agreed the employee will telework. This does not include other company locations.
2. Telework is voluntary and must be agreed to by the manager and the employee.
3. An employee may make a request of his/her manager to telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.
4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to telework:
  - a. the number of Telework arrangements required by the Employer.
  - b. whether the telework arrangement would maintain or improve service or productivity;
  - c. the nature of the position, the job duties, and the impact on colleagues and clients;
  - d. the employee's suitability, taking into consideration performance and work style/independence;
  - e. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by ABSBC;
  - f. the manner and frequency of contact between manager and employee.

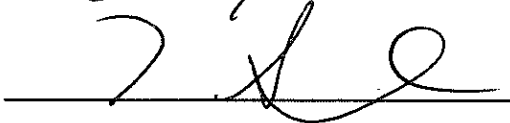
Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the manager or co-workers.

Requests will not be unreasonably denied.

For ABSBC:



For COPE 378:



Date:

2/17/2016

## ABSBC BARGAINING PROPOSALS

5. The number of days per week that an employee will be permitted to telework will vary depending on the particular circumstances, but as a general guideline it should not exceed three days per week. Union agreement is required should the days per week to be worked by telework exceed three days per week.
6. Telework is restricted to Full-Time Regular and Full-Time Temporary employees.
7. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a telework arrangement.
8. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized variations may occur in accordance with articles addressing Hours of Work and Overtime in this collective agreement.
9. Either the manager or the employee may cancel the telework arrangement by notifying the other party. This includes the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided. A copy of this notice will be provided to the Union by ABSBC.
10. No employee will be expected to telework in the event of a labour dispute or during a leave permitted under the collective agreement. No employee will be required to telecommute while they are sick.
11. The Union will receive a copy of all telework agreements from ABSBC and will be provided with written notification from ABSBC when a telework request is denied.
12. ABSBC shall provide the Union with a list of all employees under a Telework Agreement quarterly, at the request of the Union.

### Health & Safety

13. The employee agrees to designate a work space within the telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by an ABSBC representative. ABSBC will provide a minimum of 24 hours' notice to the employee prior to the audit.
14. The employee must notify his/her manager immediately of any job related accidents that occur in the telework location.

For ABSBC:



For COPE 378:



Date:

2/17/2016

## ABSBC BARGAINING PROPOSALS

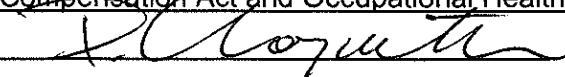
### Costs and Equipment

15. ABSBC will not normally incur any additional costs as a result of a telework arrangement. However, ABSBC will supply any necessary equipment to perform the work. Subject to an Employer evaluation, this may include adequate furniture required for the telecommuting worksite. ABSBC will also provide the required office supplies to the employee.
16. ABSBC will provide the employee with VPN (or other) access to allow access to the Company network from an ABSBC computer at the Telework location. ABSBC will not provide costs related to utilities, the Internet or modem.
17. An employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the telework location. This includes when an employee is required to return to the office on a day previously identified as a telework day.
18. No employee shall be subject to additional monitoring or surveillance by virtue of entering into a Telework Agreement.

### Other Employee Responsibilities

19. The employee is responsible for securing and protecting ABSBC's property, documents and confidential information in the telework workspace and will be provided with privacy and security information to review prior to commencing telework.
20. The employee must not conduct in-person meetings at the telework location.
21. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.
22. The employee is expected to maintain the same level of professionalism as in his/her normal work place.
23. The employee is responsible for ensuring that the telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws. The Telework Agreement shall set out the employee's responsibilities and shall advise the employee as to what steps they must take to ensure these responsibilities are met.
24. The employee must comply with all company policies, including the Code of Business Ethics, relevant policies, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

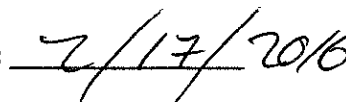
For ABSBC:



For COPE 378:



Date:



## ABSBC BARGAINING PROPOSALS

### Exceptional Circumstances

Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional circumstances are those situations that are beyond the control of ABSBC, its client(s) and / or circumstances that cannot be anticipated or predicted, including:

- natural disasters, such as floods, earthquakes, hurricanes, tornadoes;
- power outages;
- pandemics;
- Government or Police declared emergency situations;
- fires (forest and other) and snowstorms.

This Section (Exceptional Circumstances) will apply when ABSBC determines that an Exceptional Circumstance has or is likely to occur. Employee/Labour Relations will advise the Union and declare that an Exceptional Circumstance will apply. Should an Exceptional Circumstance exceed three weeks in duration, Union agreement will be required for this Section to continue to apply, and will not be unreasonably denied. Should an Exceptional Circumstance occur that does not form part of the list above, Union agreement will be required prior to applying the Section, and will not be unreasonably denied.

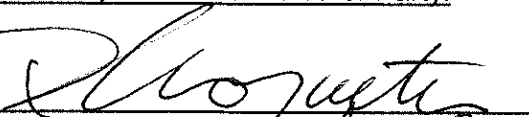
In an effort to prepare for such circumstances, the Parties agree to additional conditions as follows:

25. Managers retain the discretion to issue temporary blanket approvals to a group of employees and/or to waive the requirement to submit a written request under paragraph 3 taking into consideration the nature of the Exceptional Circumstances.
26. The number of days per week that an employee will be permitted to telework will vary, taking into consideration the nature of the Exceptional Circumstance.

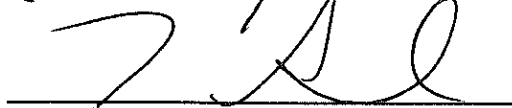
### Terms of the Telework MOU Agreement

27. The Parties agree that this MOU will be in place for a period of two years from the date of signing. The MOU must be renewed by the explicit written consent of the Parties at least one month prior to expiry.
28. The Parties shall meet quarterly to discuss the Telework project.
29. Either Party may terminate this MOU and any outstanding telework agreements at any time on 30 days notice to the other Party.

For ABSBC:



For COPE 378:



Date:

2/17/2016

**ABSBC BARGAINING PROPOSALS**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed on Behalf of ABSBC \_\_\_\_\_

Signed on Behalf of COPE \_\_\_\_\_

\_\_\_\_\_  
Pierre Choquette

\_\_\_\_\_  
Tony Geluch

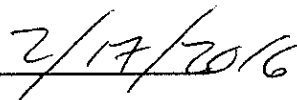
For ABSBC:



For COPE 378:



Date:







# COPE LOCAL 378 / ABSU PROPOSALS 2015

## Union U-Item Proposals

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 17, 2016	<b>Time:</b>
U63	MOU 82 (New)	New MOU #82	

### New MOU #82

### Re: Calculation of Severance for Field Customer Services Employees

Whereas:

- 1) The Parties agreed, in the collective agreement ratified on [date], to change the language of Article 9.03 respecting the calculation of severance; and
- 2) the Parties mutually desire to limit any negative impact that the agreed changes to the collective agreement may have on employees working in Field Customer Services in light of the uncertain future of the work available in Field Customer Services.

Therefore the Parties agree as follows:

- 3) Notwithstanding the new language of 9.03, employees working in Field Customer Services shall not have their continuous service prorated for the purposes of calculating severance if they have held Full-Time Regular status or a Full-Time Temporary assignment for a period of six (6) months or longer at the time of lay-off.

This Memorandum of Understanding will take effect on the date of ratification and will expire on December 31, 2016 unless renewed in writing by the Parties.

[Signed by the Parties]

E&OE

Signed off this

17<sup>th</sup>

day of

February

20 16

For the Union (COPE Local 378)

For the Employer (ABSU)



**COPE LOCAL 378 / ACCENTURE PROPOSALS 2015**  
**Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: September 28, 2015</b>	<b>Time:</b>
U58	LTD Plan	<i>amend</i>	

**LONG TERM DISABILITY PLAN**

The Long Term Disability Plan is underwritten by Manulife Financial Group Benefits and is compulsory for all but casual and ~~vacation relief~~ employees. For full-time regular, part-time regular and full-time temporary employees coverage is effective after three (3) months continuous employment. Full-time regular and part-time regular employees coverage is effective the date of hire. Full-time temporary employee's coverage continues to be effective after three (3) months continuous employment.

If onset of disability occurs prior to January 1, 1995 the plan pays benefits of 50% of the employee's basic earnings in payment at the onset of disability through sickness or accident but not for the first thirty (30) days of disability which are covered by available sick leave credits. Payments continue while an employee continues to satisfy the definition of disability under the group insurance contract and from performing normal duties. After two (2) years of absence payments continue only while the employee is disabled from performing any occupation he/she is reasonably fitted for by training, education or experience. Coverage ceases at age 65. Payments are reduced if the employee is eligible for Canada Pension Plan Disability Pension or retires on pension or receives group insurance installment payments as a totally disabled person. Payment is not made if Workers' Compensation time-loss benefit is payable.

If disability onset occurs on or after January 1, 1995 the plan pays benefits of 66 2/3% of the employee's basic earnings in payment at the onset of disability but not for the first 105 calendar days accumulated over a period of 26 weeks.


If disability onset occurs on or after January 1, 1995 payments continue while an employee remains disabled from performing normal duties but after two (2) years of benefit payment, payment continues only while the employee is disabled from performing any occupation he/she is reasonably fitted for by training, education or experience. Coverage ceases at age 65. Payments are reduced if the employee is eligible for Canada Pension Plan Disability Pension or retires on pension. Payment is not made if Workers' Compensation time-loss benefit is payable.

Prior to January 1, 1995 employees will pay 100% of required premiums and if disability onset occurs prior to January 1, 1995 disability payments received will be a non-taxable benefit. Effective January 1, 1995 the Employer will pay 100% of required premiums and if disability onset occurs on or after January 1, 1995 disability payments received will be taxable income.

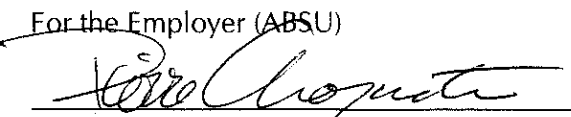
E&OE

Signed off this 28 day of September 20 15

For the Union (COPE Local 378)



For the Employer (ABSU)





## COPE LOCAL 378 / ACCENTURE PROPOSALS 2015 Union U-Item Proposals

Effective January 1, 1995 employees may elect to be covered by the benefit package in this agreement or, alternately, optional benefit packages as set out by the Employer.

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E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union (COPE Local 378)

For the Employer (ABSU)

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